



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

Chisago County Government Center
313 North Main Street, Room 172
Center City, MN 55012-9663

Commissioners:
District 1
Chris DuBose
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
VACANT

REGULAR MEETING – Wednesday, February 16, 2022 County Board Room, Room 172

6:30 p.m. Convene; Pledge of Allegiance; Approve Agenda

Road & Bridge Committee of the Whole:

Discussion

1.) County Engineer's Report TAB 1

Items for Committee Review/Recommendation: (discussed in detail as requested)

- | | |
|--|-------|
| 2.) Mndot Detour Agreement and Resolution | TAB 2 |
| 3.) CSAH 19 Reconstruction Project – Forest Lake Contracting | TAB 3 |
| 4.) County Road 60 Resurfacing Project – Knife River Corporation | TAB 4 |
| 5.) Mndot Joint Powers Agreement for TH 8 Project | TAB 5 |
| 6.) Prof. Service Contract with SEH Inc. for Wetland Services | TAB 6 |
| 7.) Right of Way Acquisition Services Contract with WSB | TAB 7 |
| 8.) State of Minnesota LiDAR Agreement | TAB 8 |
| 9.) Amendment to the City of Harris Road Reversion Agreement | TAB 9 |

7:00 p.m. Citizen's Forum

"The Citizen's Forum is provided so you may make a comment, statement, question or proposal. You will be limited to three minutes and we ask that you conduct yourself in a professional, courteous manner, and refrain from the use of profanity. Failure to abide by this policy may result in the loss of your privilege to speak that night."

Board of Commissioners' Consent Agenda:

- | | |
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| 1.) R&B Committee Recommendation – County Engineer's Report | TAB 1 |
| 2.) R&B Committee Recommendation – Mndot Detour Agreement and Resolution | TAB 2 |
| 3.) R&B Committee Recommendation – CSAH 19 Reconstruction Project | TAB 3 |
| 4.) R&B Committee Recommendation – CR 60 Resurfacing Project | TAB 4 |
| 5.) R&B Committee Recommendation – Mndot Joint Powers Agreement for TH 8 Project | TAB 5 |
| 6.) R&B Committee Recommendation – Prof. Service with SEH Inc. for Wetland Services | TAB 6 |
| 7.) R&B Committee Recommendation – Right of Way Acquisition Services with WSB | TAB 7 |
| 8.) R&B Committee Recommendation – State of Minnesota LiDAR Agreement | TAB 8 |
| 9.) R&B Committee Recommendation – Amendment to the Harris Road Reversion Agmt. | TAB 9 |
| 10.) Minutes from the February 2, 2022 Meeting | TAB 10 |
| 11.) Payment of County's Warrants and Miscellaneous Bills | TAB 11 |
| 12.) Budget Adjustment – Vault Scanning Project | TAB 12 |
| 13.) Credit Card Request – Mark Hendrickson, Probation Director | TAB 13 |
| 14.) Temporary Liquor License Request – Wild Rivers Conservancy | TAB 14 |

Environmental Services/Zoning Report – Kurt Schneider, Director

- | | |
|---|--------|
| 15.) Director's Report | TAB 15 |
| 16.) Shaun Fiedler Rezoning Request 60-Day Extension | TAB 16 |
| 17.) Wild Mountain Properties CUP Amendment(s) and Recreational Camping Expansion | TAB 17 |

- | | |
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| 18.) New Restroom Facility at Checkerboard County Park | TAB 18 |
| 19.) Water Resources Manager Staffing Adjustment | TAB 19 |
| 20.) Chisago Lakes LID Water Resources Specialist Staffing Adjustment | TAB 20 |
| 21.) Parks Department Brush Chipper Purchase | TAB 21 |

Other Business of the County Board

- | | |
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| 22.) Report and Recommendations from the February 9th, 2022 B/F Meeting | TAB 22 |
| 23.) K9 Acquisition Donation and U.S. Police Canine Association K9 Grant Acceptance | TAB 23 |
| 24.) Out of State Travel Request – Jake Thompson, IWCE, Clark County, NV | TAB 24 |
| 25.) Review of the Community Health Board Annual Grant Concurrence Letter | TAB 25 |
| 26.) Proclamation School Board Appreciation Week | TAB 26 |
| 27.) New Liquor and Tobacco License Request – DH Entertainment Inc., Flickabirds | TAB 27 |

Discussion Items:

- | | |
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| <ul style="list-style-type: none"> • Correspondence • Administrator Updates • Commissioner Committee Reports | CORR. |
|---|-------|

Adjourn Meeting of the Board of Commissioners





**CHISAGO COUNTY
DEPARTMENT OF PUBLIC WORKS**

**Mail: 313 North Main Street, Room 400
Center City, MN 55012-9863
Office: 31325 Oasis Road, Center City, MN 55012-9863
Phone (651) 213-8700
Fax (651) 213-8772**

Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara Shimon
Finance | Office Manager

PUBLIC WORKS MEMORANDUM

TO: Chisago County Board of Commissioners
FROM: Joe Triplett, P.E.
DATE: February 9, 2022
RE: Public Works Director's Report

Project Update:

- CSAH 23/CSAH 24 Roundabout. Project bids on March 1st
- CR 60 project bid on Feb. 1. Project approval and award on for tonight's consideration
- CSAH 19 project bid on Feb. 1. Project approval and award on for tonight's consideration
- Working on prelim designs for CR 70, CR 59, CR 76 and CSAH 6 projects for next year.

LiDAR Agreement

The State of Minnesota was able to partner with the United States Geological Survey (USGS) to acquire high-resolution digital elevation data developed from airborne Light Detection and Ranging (LiDAR). They were able to get a grant to go after this data. They were then able to partner with local agencies who would like the data to pass along the price. Public Works uses this data just about every day to help with drainage issues and to design our projects. The last time we obtained this data was back in 2007 and it cost approximately \$700k. The data this time around will cost \$145k.

Mndot Detour Agreement

Mndot has more culvert work to do under TH 95 that will require closing the highway down for 5 days and detouring onto our system. The detoured traffic will use CSAH 21 and CSAH 26. The agreement allows for the State to reimburse the County for "road life used."

2022 Right of Way Services and Wetland Services Contracts

Public Works requires outside assistance from time to time for more specialized areas such as wetland delineating/permitting and right of way acquisition. I have obtained contracts for these activities so that we can deliver the 2023 program.

Mndot Joint Powers Agreement for Right of Way associated with the TH 8 Reconstruction Project

We received \$2.19M from Mndot for right of way activities for the TH 8 project. In order for the County to access those funds, we must enter into a Joint Powers Agreement.

TH 8 Update

We have received Mndot comments on the layout submittal. We are working on those and to revise the layout. We are looking to resubmit the layout by the end of the month.

On the funding front, here is what I am working on:

- Federal RAISE Grant
- Community Funding Project request for Congressman Stauber
- \$50M funding request to the MN Legislature

Amendment to Turnback Agreement with City of Harris

Back in 2015, Chisago County transferred jurisdiction of various highways to other local agencies. Part of the transfer included highway segments in the City of Harris. As part of those turnbacks, agreements between the county and the local agencies were passed to lay out the responsibilities of each agency with respect to the reversion. One of the conditions for some of the highways was to do an "enhanced gravel road project." The county did indeed do this sort of project on some of the highways and the results were not acceptable. At that point, the County and local agencies moved to working together to pave some of those reverted highways. The County agreed to fund ½ of the cost to pave. Falcon Avenue (old CR 61) was one of the highways that was supposed to have received the treatment. Since the results were not acceptable, the County and City agreed to hold off on expending the funding on that treatment. While paving the section of road was the acceptable solution, the City was not prepared for the added expense that came up suddenly. Therefore, the improvement was put off until the City was able to act on it. That time has come and an amendment to the original agreement was drafted. Public Works has monies set aside in the Road Construction budget, where the other funds for the other paving projects came, to be able to participate.

Chisago County Request for Board Action

Meeting Date: February 16, 2022	Item Number: 2
Title of Item for Consideration: Mndot Detour Agreement and Resolution	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
<p>Background: As a part of a Mndot's TH 95 culvert replacement project this summer, there is a need to detour traffic and use Chisago County highways. As part of this detour, Mndot has a standard agreement and compensation formula to compensate us for the use of our highways. This detour will use our CSAH 21 & CSAH 26. They are anticipating a single closure of 14 days.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> Agreement No. 1049289 Resolution 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Mndot detour agreement and resolution. The following motion is suggested:</p> <p style="text-align: center;"><i>"Move to approve the Mndot detour agreement and resolution at tonight's meeting."</i></p>	
<p>Implications of Action: Approval will allow the County to receive compensation from Mndot for usage of detour route</p> <p>Budget/Financial Implications: The County will receive \$859.69.</p> <p>Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations. The County Attorney's Office has reviewed the agreement and approved as to form.</p>	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CHISAGO COUNTY
DETOUR AGREEMENT
For Trunk Highway No. 95 Detour**

State Project Number (S.P.):	<u>8210-115</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>95=095</u>	<u>\$859.69</u>
State Project Number (S.P.):	<u>1305-26</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Chisago County acting through its Board of Commissioners ("County").

Recitals

1. The State is about to perform drainage construction upon, along, and adjacent to Trunk Highway No. 95 from 0.14 miles north of Pilar Road to 0.52 miles north of County State Aid Highway (C.S.A.H.) No. 26 under State Project No. 8210-115 (T.H. 95=095); and
2. The State requires a detour to carry T.H. 95 traffic on County State Aid Highway No. 26 and County State Aid Highway No. 21 during the construction; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

2. Agreement Between the Parties

2.1. *Detour.*

- A. *Location.*** The State will establish the T.H. 95 detour route on the following County roads as detailed in the project plans or Special Provisions:
C.S.A.H. 26 and C.S.A.H. 21 for a total distance of 4.2 miles.
- B. *Modification of the Detour Route.*** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the County for changes to the detour route. If such change increases the States total payment amount over the maximum obligation in Article 3.2, the Agreement will be amended.

- C. **Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- D. **Traffic Control Devices.** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. **Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.
- F. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. **Basis of State Cost (Road Life Consumed).** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

- A. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
- B. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

3. Payment

3.1. **For Road Life Consumed.** \$859.69 is the State's estimated cost for the road life consumed by the detour based on the data below:

<u>Detour</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
C.S.A.H. 26 and C.S.A.H. 21	0.00513	2,850	4.2	14	\$859.69

Road Life Consumed Amount: \$859.69

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

- 3.2. **Maximum Obligation.** \$3,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.
- 3.3. **Conditions of Payment.** The State will pay the County the State's total road life consumed payment amount after performing the following conditions.

- A. Execution of this Agreement and the County's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the county roads used as a T.H. 95 detour to as good of condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title: Greg Kern, MnDOT Metropolitan District Traffic Engineering (or successor)
Address: 1500 County Road B2 West, Roseville, MN 55113
Telephone: (651) 234-7877
E-Mail: gregory.kern@state.mn.us

5.2. The County's Authorized Representative will be:

Name, Title: Joe K. Triplett, Public Works Director (or successor)
Address: Chisago County Public Works, 313 N. Main Street, Room 400, Center City, MN 55012
Telephone: (651) 213-8708
E-Mail: jktripl@co.chisago.mn.us

6. Assignment; Amendments; Waiver; Contract Complete

- 6.1. **Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the County or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

11.2. Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3. Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: 3000625990

CHISAGO COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Ricke Greene, Chairman
County Board of Commissioners

Title: _____

Date: _____

By: _____

Chase Burnham, County Administrator

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____

(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

(With Delegated Authority)

Date: _____

Reviewed and Approved to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge

Jeffrey B. Fuge
Assistant County Attorney

Date: February 7, 2022

ATTEST:

By: _____

Christina Vollrath
Clerk to the County Board of Commissioners

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CHISAGO COUNTY

RESOLUTION

IT IS RESOLVED that Chisago County enter into MnDOT Agreement No. 1049289 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use of County State Aid Highway No. 26 and County State Aid Highway No. 21 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 95 from 0.14 miles north of Pilar Road to 0.52 miles north of County State Aid Highway No. 26 under State Project No. 8210-115 (T.H. 95=095).

IT IS FURTHER RESOLVED that the Chairman, Chisago County Board of Commissioners
(Title)
and the Chisago County Administrator
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Chisago County at an authorized meeting held on the _____ day of _____, 2022, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2022

Notary Public _____

My Commission Expires _____

(Signature)

Christina Vollrath
(Type or Print Name)

Clerk to the Chisago County Board of Commissioners
(Title)



Chisago County Request for Board Action

Meeting Date: February 16, 2022	Item Number: 3
Title of Item for Consideration: CSAH 19 Reconstruction Project	
Action Requested by: Joe Triplet, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
<p>Background: The County has bid out the CSAH 19 Reconstruction Project. Project lies between Ivywood Trail and CSAH 24 in Lent Township. The County received 5 bids ranging from the low bid of \$1,915,415.55 to the high bid of \$2,427,287.47. Engineer Estimate was \$2,490,896.95. Forest Lake Contracting of Columbus is the apparent low bidder.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> Contract 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners award and approve the project. The following motion is suggested:</p> <p style="text-align: center;"><i>“Move to approve and award the CSAH 19 Reconstruction Project to Forest Lake Contracting of Columbus.”</i></p>	
<p>Implications of Action: Approval will allow the County to construct the project</p> <p>Budget/Financial Implications: Funding for project will come from 03-325-6605.</p> <p>Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations. The County Attorney’s Office has reviewed the agreement and approved as to form.</p>	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Project Contract for CSAH 19 Reconstruction Project

This Agreement entered into this ____ day of _____ 2022,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Forest Lake Contracting, Inc., a Minnesota Corporation,
14777 Lake Drive, Forest Lake, Minnesota 55025

The Project: CSAH 19 Reconstruction Project
S.A.P. 013-619-022

Engineer: Joe Triplett, P.E.
Director | County Engineer
Chisago County Public Works

Department: Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

- 1.1 The Contract Documents, in order of priority, consist of:
- (A) This Contract;
 - (B) The Instructions to Bidders;
 - (C) The Bid/Proposal Form;
 - (D) The General Conditions of the Contract;
 - (E) Project Manual;
 - (H) Drawings, Schemes and Designs and Specifications;
 - (I) All Modifications issued after execution of this Contract;
 - (J) Bonds and Insurance;
 - (K) The Contractor's final proposal.
- 1.2 The Contract Documents form the Contract, and all are as fully incorporated and made a part of the Contract as if attached to this Contract and repeated herein.
- 1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the CSAH 19 Reconstruction Project (S.A.P. 013-619-022), all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.

3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 Contractor must start construction operations on May 2, 2022, or no later than eight Calendar days after the date of Notice Contract Approval, whichever is later. Contractor must not begin construction operations before Contract approval, Notice to Proceed, and Engineer approved construction schedule.

3.4 Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract in no more than 50 Working Days.

3.5 Contractor must complete all Work to meet the requirements of MnDOT 1516.3, "Completion of the Work," under this Contract within 90 Calendar Days of receipt of the Semi-Final Estimate in accordance with MnDOT 1908.2.

3.6 The Contractor must not perform Work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and legal Holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

A If the Contractor chooses not to Work at all on the day before the Holiday period, then the Department will not assess Working Day charges.

B If the Contractor chooses to Work before 12:00 noon on the day before the Holiday period (or later than 12:00 noon if approved by the Engineer), then the Department will assess Working Day charges only for the actual hours worked.

3.7 The Department will base Working Day charges on a 10 hour Working Day.

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of: One Million Nine Hundred Fifteen Thousand Four Hundred Fifteen Dollars and Fifty-five cents (\$1,915,415.55).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

- (A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
- (B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.
- (C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

7.1 Termination for Insufficient Funding. County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or faxed notice to the Contractor within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of \$500,000 for claims for wrongful death and each person for other claims; \$1,500,000 for any number of claims arising out of a single occurrence; and no less than \$3,000,000 aggregate.

8.4 Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least \$500,000 per claim for wrongful death and each person for other claims; \$1,500,000 on a combined single limit basis; and not less than \$3,000,000 aggregate.

8.5 Chisago County shall be named as an additional insured for all insurance coverages.

8.6 The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Contractor.

8.7 In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or provided in connection with such actor omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies if insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the count or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County form liability for damages.

ARTICLE X - SUBCONTRACT AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County. The County will provide written consent only upon County, Contractor and Assignee execution an assignment agreement where the Assignee agrees to be bound to this Project Contract.

10.2 The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

ARTICLE XI - NOTICES

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:
Joe Triplett, Chisago County Engineer
31325 Oasis Rd.
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
jktriplt@co.chisago.mn.us

The Contractor:
Robert Hollhaber
Forest Lake Contracting, Inc.
14777 Lake Drive
Forest Lake, MN 55025
(651) 464-4722
bob@forestlakecontracting.com

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

12.2 The Contractor shall retain all records and data concerning this Project Contract and work performed as required by this Project Contract for a period of six (6) years after completion of all work performed under this Project Contract and any amended related hereto

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

(A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than forty (40) full-time

Chisago County Project Contract
CSAH 19 Reconstruction Project
S.A.P. 013-619-022
February 2022

employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contractor must certify that it is in compliance with federal affirmative action requirements.

- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- (C) Minnesota R. 5000.3400-5000.3600.
 - 1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - 2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

13.2 Waiver. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

13.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

13.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Contractor represents that the persons/party executing this Contract is duly authorized to bind the Contractor hereto.

COUNTY OF CHISAGO

BY: _____
Rick Greene, Chisago County Board Chair

Dated: _____

Attest: _____
Christina Vollrath
Clerk to the Chisago County Board of Commissioners

Dated: _____

CONTRACTOR: FOREST LAKE CONTRACTING, INC.

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

By: _____
(Signature) (Title)

Dated: _____

Print: _____

I, _____ (individual's name) the _____ (title) of _____ (company name), being duly sworn, represent and warrant that I am authorized by law and all necessary action to execute this agreement on behalf of the organization/corporation, intending this Agreement to be a legally binding obligation of the entity.

Sworn before me this ____ day of _____, 20__

Notary Public

Reviewed and Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge
Jeffrey B. Fuge, Assistant Chisago County Attorney

Dated: February 7, 2022

Chisago County Request for Board Action

Meeting Date: February 16, 2022	Item Number: 4
Title of Item for Consideration: County Road 60 Resurfacing Project	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
<p>Background: The County has bid out the CR 60 Resurfacing Project. Project lies between CSAH 10 and CSAH 9 in Fish Lake Township. The County received 1 bid of \$1,537,185.40. Engineer's Estimate was \$1,791,804.40. Knife River Corporation of Sauk Rapids is the apparent low bidder.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> Contract 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve and award the County Road 60 Resurfacing Project to Knife River Corporation of Sauk Rapids. The following motion is suggested:</p> <p style="text-align: center;"><i>"Move to approve and award the County Road 60 Resurfacing Project to Knife River Corporation of Sauk Rapids."</i></p>	
<p>Implications of Action: Approval will allow the County to construct the project</p> <p>Budget/Financial Implications: Funding for project will come from 03-325-6604</p> <p>Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations. The County Attorney's Office has reviewed the agreement and approved as to form.</p>	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	<div style="display: flex; justify-content: space-around;"> Aye _____ Nay _____ Abstain _____ </div>

Project Contract for County Road 60 Resurfacing Project

This Agreement entered into this ____ day of _____ 20____,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Knife River Corporation, a Minnesota Corporation,
4787 Shadow Wood Dr. NE, Sauk Rapids, Minnesota 56379

The Project: County Road 60 Resurfacing Project
CP 13-60-22

Engineer: Joe Triplett, P.E.
Director | County Engineer
Chisago County Public Works

Department: Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

- 1.1 The Contract Documents, in order of priority, consist of:
- (A) This Contract;
 - (B) The Instructions to Bidders;
 - (C) The Bid/Proposal Form;
 - (D) The General Conditions of the Contract;
 - (E) Project Manual;
 - (H) Drawings, Schemes and Designs and Specifications;
 - (I) All Modifications issued after execution of this Contract;
 - (J) Bonds and Insurance;
 - (K) The Contractor's final proposal.
- 1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.
- 1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the County Road 60 Resurfacing Project (CP 13-60-22), all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.

3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

Chisago County Project Contract

CP 13-60-22/Knife River Corporation – February 2022

3.3 This Contract allows for a flexible starting date to occur after August 1, 2022. However, the Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and Engineer approved construction schedule. The Contractor must notify the Engineer, in writing, at least two (2) weeks prior to the selected date. The Contractor shall submit to the Engineer, in writing, their construction schedule prior to the preconstruction meeting.

3.4 Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract in no more than 30 Working Days.

3.5 Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract before September 30, 2022.

3.6 Contractor must complete all Work to meet the requirements of MnDOT 1516.3, "Completion of the Work," under this Contract within 90 Calendar Days of receipt of the Semi-Final Estimate in accordance with MnDOT 1908.2.

3.7 The Contractor must not perform Work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and legal Holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

A If the Contractor chooses not to Work at all on the day before the Holiday period, then the Department will not assess Working Day charges.

B If the Contractor chooses to Work before 12:00 noon on the day before the Holiday period (or later than 12:00 noon if approved by the Engineer), then the Department will assess Working Day charges only for the actual hours worked.

3.8 The Department will base working day charges on a 10-hour working day.

3.9 The Department based Contract Time (Completion Date) on an anticipated 5-day Work week, Monday through Friday.

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Base Bid: One Million Five Hundred Thirty-Seven Thousand One Hundred Eighty-Five Dollars and Thirty-Five Cents (\$1,537,185.40).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

(A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and

(B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the

Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.

- (C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

7.1 Termination for Insufficient Funding. County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or faxed notice to the Contractor within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

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9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the county or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County from liability for damages.

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ARTICLE XI - NOTICES

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:
Joe Triplett, Chisago County Engineer
31325 Oasis Rd.
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
joe.triplett@chisagocounty.us

The Contractor:
John Quade
Knife River Corp.
4787 Shadow Wood Dr. NE
Sauk Rapids, MN 56379
(320) 251-9472
krcmn.subquotes@kniferiver.com

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contractor which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

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- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- (C) Minnesota R. 5000.3400-5000.3600.
 - 1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - 2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of

the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

- (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
- 4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

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13.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

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13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Contractor represents that the persons/party executing this Contract is duly authorized to bind the Contractor hereto.

COUNTY OF CHISAGO

BY: _____
Rick Greene, Chisago County Board Chair

Dated: _____

Attest: _____
Christina Vollrath
Clerk to the Chisago County Board of Commissioners

Dated: _____

CONTRACTOR: KNIFE RIVER CORPORATION

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

By: _____
(Signature) (Title)

Dated: _____

Print: _____

I, _____ (individual's name) the _____ (title) of
_____ (company name), being duly sworn, represent and
warrant that I am authorized by law and all necessary action to execute this agreement on behalf of the
organization/corporation, intending this Agreement to be a legally binding obligation of the entity.

Sworn before me this ____ day of _____, 20__

Notary Public

Reviewed and Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge
Jeffrey B. Fuge, Assistant Chisago County Attorney

Dated: February 7, 2022

Chisago County Request for Board Action

Meeting Date: February 16, 2022	Item Number: 5
Title of Item for Consideration: Mndot Joint Powers Agreement for TH 8 Project	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
<p>Background: Chisago County was awarded \$2.19M in funding from the Minnesota Legislature's 2020 special session to help the County fund the right of way for the TH 8 Reconstruction project. This funding will come in the form of trunk highway bonds. A portion of the right of way for project and will be funded from this source. In order for the County to access the bond funding, Mndot Contract No. 1048560 must be executed.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> Agreement No. 1048560 Resolution 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Mndot Joint Powers Agreement for TH 8 Project. The following motion is suggested:</p> <p><i>"Move to approve the Mndot Joint Powers Agreement for TH 8 Project and associated resolution."</i></p>	
<p>Implications of Action: Approval will allow the County to receive compensation from Mndot for the right of way for the TH 8 Reconstruction Project</p> <p>Budget/Financial Implications: None.</p> <p>Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations. The County Attorney's Office has reviewed the agreement and approved as to form.</p>	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	<div style="display: flex; justify-content: space-around;"> Aye _____ Nay _____ Abstain _____ </div>

**JOINT POWERS AGREEMENT
BETWEEN MINNESOTA DEPARTMENT OF TRANSPORTATION AND THE COUNTY OF CHISAGO
FOR RIGHT OF WAY ACQUISITIONS FOR TH 8**

State Project Numbers (SP): 1308-29
County Project Number (CP): S.A.P. 013-596-009
Trunk Highway Number (TH): TH 8
Project Identification: Right of Way Acquisition for Expansion/ Reconstruction of TH8 from I-35, Forest Lake, MN to Chisago City, MN

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Transportation, ("MnDOT"), and the Chisago County, acting through its Board of Commissioners, ("County"). MnDOT and the County sometimes are referred to collectively as the "Parties."

RECITALS

1. Under Minnesota Statutes § 471.59, subdivision 1, two governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental unit; and
2. MnDOT and the County are each "Road Authorities" under Minnesota law, and are each authorized by applicable state laws to acquire real property interests needed for the construction and maintenance of roads or highways under its jurisdiction; and
3. The Parties are partnering in the design of the expansion/ reconstruction of TH 8 in Washington County and Chisago County, Minnesota, between Interstate 35 in City of Forest Lake to Karmel Avenue in the City of Chisago City ("Highway Project"); and
4. The Parties also are partnering in the acquisition of the real property interests ("Right of Way") from various parcels of property ("Property") that are needed for the Highway Project; and
5. The County is the lead agency for the Highway Project; and
6. MnDOT is providing services and funds to the County for the acquisition of Right of Way for the Highway Project to advance the Parties' mutual interests in reconstructing an effective and efficient transportation system that improves the capacity and the safety of the traveling public; and
7. The County is performing the work tasks necessary for the County to acquire the Right of Way for the Highway Project ("Right of Way Work"); and
8. The Parties agreed to share duties and costs associated with acquisition of the Right of Way for the Highway Project as specified within this Agreement; and
9. The Parties have entered into this Agreement to set forth their respective rights and obligations related to the acquisition of the Right of Way needed for the Highway Project.

AGREEMENT

The Parties agree as follows:

1. **Recitals** All of the recitals set forth above are incorporated into this Agreement.
2. **Effective Date; Termination Date; Survival of Terms;**
 - 2.1 **Effective Date:** This Agreement shall be effective ("Effective Date") on the date the last of the Parties signed the Agreement, including all necessary MnDOT and State of Minnesota officials required by Minnesota Statutes § 16C.05, subdivision 2.
 - 2.2 **Termination Date:** This Agreement shall terminate on 07/01/2026, or when the Parties agree in writing that all of the Parties' obligations have been satisfactorily fulfilled, whichever occurs first, unless terminated earlier pursuant to Section 11.

- 2.3 Survival of Terms: All sections which impose continuing obligations which must survive to give full effect to their meaning shall survive after the Termination Date, including, without limitation, the following sections: 4. Terms of Payment; 7. Liability; 8. State Audits; 9. Government Data Practices Compliance; and 10. Venue.

3. Right of Way Acquisitions

- 3.1 The Parties worked cooperatively to formulate a plan and schedule for the County to acquire all of the Right of Way needed for the Highway Project. 3.1.1 The County shall create the following documents as part of this agreement. Upon completion, the documents shall be submitted to MnDOT for its review and approval:
- a. Right of Way Plat for Highway Project (Plat)
 - b. Preliminary list of MnDOT parcels (Parcel List)
- 3.1.1 The Property and Right of Way described and shown within the Plat and Parcel list may not comprise the final or complete list of parcels of Property from which Right of Way must be acquired for the Highway Project.
- If the Parties jointly determine that Right of Way from additional parcels of Property is needed for the Highway Project, then the Parties shall work together to identify those additional parcels of Property, and the legal nature of, the physical dimensions of, and the time period of the real property interests needed from each of those parcels for the Highway Project.
- 3.1.2 When the Parties concur that the Highway Project has been completed, then the County shall create a final list of parcels which shall be a complete and detailed list of all of the parcels of Property from which Right of Way was acquired for the Highway Project; shall provide the fair market value of each of those parcels of Property and the acquisitions; and shall identify all of the parcels from which Right of Way will be conveyed and deeded to MnDOT from the County by Quit Claim Deed.
- 3.2 The County shall perform all of the Right of Way Work necessary to acquire the Right of Way real property interests shown and described within the Plat and Parcel list.
- The Right of Way Work shall include, but shall not be limited to the following tasks:
- 3.2.1 Preparing, or obtaining and reviewing title opinions of the parcels of Property from which Right of Way must be acquired; and
 - 3.2.2 Performing field title investigations to identify all persons who have an interest in the Right of Way; and
 - 3.2.3 Obtaining necessary appraisals or minimum damage assessments of the parcels of Property and Right of Way; and
 - 3.2.4 Surveying; and
 - 3.2.5 Mapping and/or platting of the Right of Way; and
 - 3.2.6 Preparing legal descriptions of parcels and real property interests referenced on the Right of Way Plat; and
 - 3.2.7 Making offers and engaging in good faith negotiations with property owners, subject to the limitations; and
 - 3.2.8 Securing conveyance documents for all Right of Way that must be acquired; and
 - 3.2.9 Conducting closing activities, including, but not limited to, using reasonable efforts to settle all claims with each and every owner and/or party who has an interest in the Right of Way that must be acquired; recording and filing of all closing documents for the conveyance of the Right of Way from the property owners to the County; and providing copies of all recorded documents to MnDOT; and

- 3.2.10 Performing relocation activities including relocation services and benefit reimbursements as required by law and described within MnDOT's State Aid Manual to property owners and tenants of the Right of Way.
- 3.3 The County shall conduct all Right of Way Work in accordance with the standards and procedures outlined within MnDOT's current "Right of Way Manual" and "State Aid Manual."
- The County shall follow all applicable provisions of federal and state laws, including the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs.
- 3.4 The County shall use all reasonable efforts to acquire marketable title to all the Right of Way in the name of the County through direct purchase, unless otherwise provided or agreed upon by MnDOT.
- 3.5 The County shall convey to MnDOT by Quit Claim Deed, marketable title to the Right of Way, excluding permanent drainage and utility easements and temporary construction easements, free and clear of any and all liens, encumbrances, and other restrictions unless otherwise permitted by MnDOT in writing, after completion of the Highway Project and after MnDOT receives a No Association Declaration, if necessary.
- 3.5.1 Permanent easements shall be conveyed via easement assignment documents.
- 3.6 MnDOT and the County each shall review the appraisals, and the County shall certify all appraisals prior to the County presenting any settlement offer to a Property owner.
- 3.7 The County shall draft offer letters for each parcel of Property from which Right of Way must be acquired and shall provide said drafts of those offer letters to MnDOT Right of Way Project Manager for MnDOT review. The County shall not send any offer letter to any Property owner until approved by MnDOT's Right of Way Project Manager.
- 3.8 The County shall draft all legal descriptions of the parcels of Property from which Right of Way must be acquired, and of the Right of Way. The County shall provide drafts of those legal descriptions to the MnDOT Right of Way Project Manager for MnDOT's review and approval prior to the County acquisition of the Right of Way.
- 3.9 The County shall draft all conveyance documents for the Right of Way conveyed from the Property owner to the County; and shall provide said documents to the MnDOT Right of Way Project Manager for MnDOT review and approval for each Right of Way acquisition prior to making an offer to directly purchase that Right of Way from the Property owner.
- 3.10 The County shall draft the settlement agreements for the acquisition of the Right of Way and provide the settlement agreements to MnDOT's Right of Way Project Manager for MnDOT's review. The MnDOT Right of Way Project Manager must approve each settlement agreement before it is executed.
- 3.11 The County shall notify MnDOT, no later than 35 days after initial offers are made, if the Right of Way cannot be acquired by direct purchase. Any Right of Way that cannot be acquired by direct purchase may be acquired through the condemnation process under Minnesota Statutes Chapter 117. The County shall be authorized to exercise the power of eminent domain related to the Highway Project in the County's name, but shall not be authorized to exercise the power of eminent domain related to the Highway Project in the State of Minnesota's name.
- 3.12 As outlined in MnDOT's Cost Participation Manual for Cooperative Construction Projects and the State Aid Manual, the County must perform an Environmental Due Diligence ("EDD") review prior to the County acquiring any Right of Way needed for the Highway Project.
- 3.12.1 The County shall submit the required EDD forms to MnDOT's Environmental Investigation Unit ("EIU") for review and approval.

- 3.13 MnDOT shall record and file with the Washington County or Chisago County Recordors' or Registrars' Offices all necessary conveyance documents for the conveyance of Right of Way from the County to MnDOT.
- 3.14 MnDOT shall review and provide guidance to the County for the Right of Way acquisition processes to ensure all deliverables and acquisitions meet federal and state funding eligibility.
- 3.15 Each of the Parties acknowledges that the Right of Way Work is critical activity for the Highway Project schedule, and that the Right of Way Work must be actively and continuously pursued in a manner that enables the Parties to meet the Highway Project letting date. The County shall deliver to MnDOT all Right of Way acquisition documents after the Highway Project has been completed. These documents shall include, at minimum the documents described in Section 3.1.1 above and:
 - 3.15.1 Recorded Plats
 - 3.15.2 Purchase, Grant, and/or Assignment instruments
 - 3.15.3 Electronic files in MicroStation form or other electronic files approved by MnDOT
 - 3.15.4 All MnDOT Parcel documentation prepared by or for the County in fulfillment of this agreement.
 - 3.15.5 Such other documents and instruments as may be necessary for right-of-way certification.
- 3.16 The County shall contact MnDOT's Right of Way Project Manager regularly to report on the status of the Right of Way Work.

4. Terms of Payment

- 4.1 MnDOT's Obligations Contingent on Funding.
 - 4.1.1 MnDOT's payment of costs as described in this Agreement shall be contingent upon the appropriation and encumbrance of funds for such purpose as required by law. MnDOT shall use reasonable and its best efforts to obtain and encumber funding for the Right of Way acquisitions for the Highway Project, when and as needed.
 - 4.1.2 MnDOT represents and warrants that it is unaware of any material fact that would make it unlikely for MnDOT to obtain and encumber the necessary funds for the Right of Way acquisitions for the Highway Project.
 - 4.1.3 MnDOT's total financial obligation under this Agreement shall be no more than two million one hundred ninety thousand dollars (\$2,190,000), which may be revised only if the Parties amend this Agreement as provided in Section 6.2.
- 4.2 Payment of Administrative and Project Document Preparation
 - 4.2.1 Subject to the maximum amount stated in section 4.1.3, MnDOT will re-imburse 100% of the costs and expenses associated with project administration and document preparation including and not limited to title opinion preparation, right of way layout and parcel sketch preparation, field title tasks, appraisals, platting, and preparation and presentation of direct purchase offers.
 - 4.2.2 The County shall submit to MnDOT an invoice each month for payment of MnDOT's portion of the costs defined in section 4.2.1. ELECTRONIC INVOICES ARE PREFERRED. Submit invoices to both the Project Manager named in section 5.2 and to metroweaccounts payable.dot@state.mn.us. Exhibit A, which is attached and incorporated into this Agreement, is the form that the County will use to submit an invoice to MnDOT.
- 4.3 Payment of Direct Purchase and Administrative Settlements.
 - 4.3.1 After receiving MnDOT's approval of fair market value or administrative settlement amount for the acquisition of Right of Way from a parcel of Property, the County shall make all payments to the Property owners of said parcel during the direct purchase phase of the Right of Way acquisition process.

4.3.2 The County shall submit to MnDOT an invoice each month for payment of MnDOT's portion of the costs defined in section 4.4, 4.5 and 4.6. ELECTRONIC INVOICES ARE PREFERRED. Submit invoices to both the Project Manager named in section 5.2 and to metroweaccountpayable.dot@state.mn.us. Exhibit A, which is attached and incorporated into this Agreement, is the form that the County will use to submit an invoice to MnDOT.

4.3.3 The invoice amounts shall be shown in detail by each parcel.

4.4 Direct Purchase Costs. Subject to the maximum amount stated in section 4.1.3, MnDOT will re-imburse 100% of the costs and expenses for the direct purchase of the Right of Way from each and every parcel of Property identified on the Parcel list and final list of parcels, up to the "fair market value" or administrative settlement amount for the acquisition of the Right of Way.

4.5 Eminent Domain Costs. Subject to the maximum amount stated in section 4.1.3, MnDOT will re-imburse 100% of the costs and expenses of the Right of Way needed for the Highway Project that is acquired through eminent domain under Minnesota Statutes Chapter 117. Said costs and expenses shall include, but shall not be limited to damages, interest, commissioner awards, civil judgments, appraisal fees, attorney fees, and all trial costs, including but not limited to trial attorney fees, expert witness fees, and deposition costs.

4.6 Inverse Condemnation Costs. Subject to the maximum amount stated in section 4.1.3, MnDOT will re-imburse 100% of the of costs and expenses reasonably related to any mandamus or inverse condemnation actions that stems from the Highway Project. Said costs and expenses shall include, but shall not be limited to, damages, interest, commissioner awards, civil judgments, appraisal fees, attorney fees, and all trial costs, including but not limited to trial attorney fees, expert witness fees, and deposition costs.

4.7 Following the conveyance of the MnDOT Parcels from the County to MnDOT, the County shall be solely legally and financially responsible for defending against; and paying any damages or settlements resulting from all legal challenges relating to the acquisition of MnDOT Parcels.

4.8 Each of the Parties must immediately inform the other Party upon acquiring knowledge or information that there may be insufficient funds to cover financial obligations under this Agreement.

5. Agreement Personnel

5.1 MnDOT's Right of Way Project Manager for consultation and status shall be:
Mike Lynch Title: Metro Right of Way Area Manager 1500 County Rd. B2
Roseville, MN 55113
Telephone: 651-234-7558
Email: mike.lynch@state.mn.us

5.2 MNDOT's Project Manager shall be:
Dmitry Tomasevich, P.E. Title: East Area Engineer 1500 County Rd. B2
Roseville, MN 55113
Telephone: 651-245-4406 (Cell)
Email: dmitry.tomasevich@state.mn.us

5.3 County's Right of Way Project Manager for consultation and status shall be:
Joe Triplett, P.E. Title: County Engineer/Public Works Director
31325 Oasis Road, Center City, MN 55012
Telephone: 651-213-8708
Email: joe.triplett@chisagocounty.us

5.4 County's Project Manager shall be:
Joe Triplett, P.E. Title: County Engineer/Public Works Director
31325 Oasis Road, Center City, MN 55012
Telephone: 651-213-8708

Email: joe.triplett@chisagocounty.us

6. **Assignment, Amendments, Waiver and Contract Complete**

- 6.1 Assignment. Neither of the Parties may assign or transfer any rights or obligations under this Agreement without first receiving the prior written consent of the other, and without a fully executing an assignment agreement, which has been executed and approved by the same Parties who executed and approved this Agreement, or their successors in office.
- 6.2 Amendments. Any Amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved this Agreement, or their successors in office.
- 6.3 Waiver. If either of the Parties fails to enforce any provision of this Agreement, that failure does not waive the provision or the right of that party to subsequently enforce it.
- 6.4 Complete Contract. This Agreement, and any attached exhibits, and any addenda or amendments signed by the same Parties signing this Agreement, or their successors, shall constitute the entire agreement between the Parties, and shall supersede any prior discussions, negotiations and agreements between the Parties as they relate to terms or conditions contained. The Parties intend that each representation, and covenant contained in this Agreement shall have independent significance. The captions used in this Agreement are for convenience only and shall not constitute a term of the Agreement.

7. **Liability**

- 7.1 Risk. Each of the Parties shall be responsible for its own acts, omissions, and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the others and the results thereof. Minnesota Statutes Section 3.736 and Chapter 466 and other applicable laws govern liability of MnDOT and the County.
- 7.2 Indemnification. In the performance of this agreement by the County, or the County's agents or employees, the County must indemnify, save, and hold MnDOT, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by MnDOT, to the extent caused by the County's: 1) intentional, willful, or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of MnDOT's sole negligence. This clause will not be construed to bar any legal remedies the County may have for MnDOT's failure to fulfill its obligation pursuant to this agreement.

8. **State Audits**

- 8.1 Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by MnDOT and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. **Government Data Practices Compliance**

- 9.1 Each of the Parties shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes § 13.08 shall apply to the release of the data referred to in this Section by either of the Parties.

10. **Venue**

- 10.1 Venue. Venue for all legal proceedings arising out of this Agreement, or its breach, shall be in the appropriate federal or state court with competent jurisdiction in Ramsey County, Minnesota.

11. **Termination; Suspension**

11.1 Termination. MnDOT or the Commissioner of Administration may terminate this Agreement at any time with or without cause, upon 30 days' written notice to the County. The County shall be entitled to payment, determined on a pro rata basis, for the value of the services the County satisfactorily performed to the extent that funds are available.

11.2 Termination for Insufficient Funding. MnDOT may terminate this Agreement immediately if it does not obtain funding from the Minnesota Legislature, or from another funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the Right of Way Work.

Termination must be by written or fax notice to the County of MnDOT's intent to terminate for insufficient funding ("Terminate for Insufficient Funding") MnDOT shall not be obligated to pay for any of the Right of Way Work that the County provides after receiving notice and effective date of termination. However, the County shall be entitled to payment, determined on a pro rata basis, for the value of the services the County satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide the County notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

11.3 Termination by Agreement. The Parties may terminate this Agreement at any time by mutual agreement. The County shall be entitled to payment, determined on a pro rata basis, for the value of the services the County satisfactorily performed to the extent that funds are available. 11.4 Suspension of Agreement. MnDOT may suspend this Agreement immediately if the State of Minnesota is totally or partially shutdowns due to failure to have an approved budget by the legal deadline. Right of Way Work performed by the County during a period of suspension shall be deemed unauthorized by MnDOT and shall be undertaken by the County at a risk of non-payment. The County shall be entitled to payment, determined on a pro rata basis, for the value of the services the County satisfactorily performed to the extent that funds are available.

12. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance of the laws of the State of Minnesota.

13. **Warranty of Authority.** Each of the signers of this Agreement warrants and guaranties that the signor has the authority to enter this Agreement and bind the party it represents.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

CHISAGO COUNTY

Chisago County certifies that the appropriate person(s) have executed the Agreement on its behalf as required by applicable resolutions, ordinances or charter provisions.

Approved:

By:

Date:

Title: BOARD CHAIR

COUNTY ATTORNEY

Approved:

By:

Jeffrey B. Fuge

Jeffrey B. Fuge

Date: February 7, 2022

Title: ASSISTANT COUNTY ATTORNEY

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

SWIFT Contract No.:

SWIFT Purchase Order No.:

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By:

Date:

Title: State Right of Way Engineer

Approved:

By:

Date:

Title: Director of Land Management

**COMMISSIONER OF ADMINISTRATION
(with delegated authority)**

Approved:

By:

Date:

* INCLUDE A RESOLUTION

COUNTY RESOLUTION SHOULD BE PLACED HERE

CHISAGO COUNTY

RESOLUTION

IT IS RESOLVED that the Chisago County enter into MnDOT Agreement No. 1048560 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the to the [XXXXXXXX] of the [XXXXXXXX]'s share of the costs of the Right of Way services for construction, and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 8 from Interstate 35 to Karmel Avenue within the corporate City limits of the City of Chisago City, Minnesota under State Project No. 1308-29.

IT IS FURTHER RESOLVED that the County Board Chairman is authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Chisago County Board at an authorized meeting held on the [] day of [Month], 20[XX] , as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this

[] day of [Month], 20[XX]

Notary Public

My Commission Expires

(Signature)

(Type or Print Name)

(Title)

Exhibit A – INVOICE

INVOICE NO. _____

Estimated Completion: __%

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, in the following order:
 - a. Completed, Signed Invoice Form
 - b. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to metroweaccounts payable.dot@state.mn.us.

MnDOT Contract Number: 1048560

Contract Expiration Date: July 1, 2026

SP Number: 1308-29 TH Number: 8

Billing Period: From _____ to _____

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Administration and Project Document Preparation (Attach Supporting Documentation)	\$			
2. Direct Purchase Costs (Attach Supporting Documentation)	\$			
3. Eminent Domain Costs (Attach Supporting Documentation)	\$			
4. Inverse Condemnation Costs (Attach Supporting Documentation)	\$			
Net Earning Totals:	\$2,190,000.00			
Total Amount due this invoice:				\$

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: _____

Signature: _____

Print Name: _____

Title: _____

RESOLUTION NO. XXX
APPROVING A JOINT POWERS AGREEMENT MNDOT #1048560 WITH THE
STATE OF MINNESOTA, COMMISSIONER OF TRANSPORTATION AND CHISAGO
COUNTY, BOARD OF COMMISSIONERS

WHEREAS, the County of Chisago on behalf of its Board of Commissioners desires to enter into a Joint Powers Agreement with the State of Minnesota, Commissioner of Transportation, to provide payment for the County of Chisago's share of costs of the Right of Way services for construction, and other associated construction to be performed upon, along, and adjacent to Truck Highway No. 8 from Interstate 35 to Karmel Avenue within the city limits of Forest Lake, Wyoming and Chisago City, Minnesota under State Project No. 1308-29.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Commissioners of Chisago, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreement by and between the State of Minnesota acting through its Commissioner of Transportation and the County of Chisago on behalf of its Board of Commissioners is hereby approved. A copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the Public Works Director, Joe Triplett, or his successor, is designated the Authorized Representative for the County.
3. That the Chair of the County of Chisago, and the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreement.

Chisago County Request for Board Action

Meeting Date: February 16, 2022	Item Number: 6
Title of Item for Consideration: Prof. Service Contract with SEH Inc. for Wetland Services	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
<p>Background: The Public Works Department requires assistance to delineate and permit projects with respect to wetlands needed to deliver the projects in the Transportation Improvement Plan. County Engineer Joe Triplett has enlisted SEH, who has extensive experience in these sorts of projects and Chisago County.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> Professional Services Agreement with SEH 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Prof. Service Contract with SEH Inc. for Wetland Services. The following motion is suggested:</p> <p style="text-align: center;"><i>“Move to approve the Prof. Service Contract with SEH Inc. for Wetland Services.”</i></p>	
<p>Implications of Action: Approval will allow the County to do required wetland work for project delivery.</p> <p>Budget/Financial Implications: Funding will come out of 03-320-6273 account. The total contract amount is for \$41,500.00.</p> <p>Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations. The County Attorney's Office has reviewed the agreement and approved as to form.</p>	
Administrator's Recommendation	
Approve <u> CJS </u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**PROFESSIONAL SERVICES CONTRACT
WETLAND SERVICES/SHORT ELLIOT HENDRICKSON**

THIS PROFESSIONAL SERVICES CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and Short Elliot Hendrickson, Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, is empowered to procure from time to time certain professional/technical services; and

WHEREAS, County is in need professional/technical services for wetland delineations and wetland permitting for 2023 roadway reconstruction projects; and

WHEREAS, the CONTRACTOR has made representations to the County that it is qualified, duly licensed and willing to perform the services set forth in this contract,

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT.** This contract shall be effective on February 17, 2022, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until August 1, 2023, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **DUTIES.**

A. The CONTRACTOR shall perform those tasks described in CONTRACTOR'S proposal dated January 25, 2022 entitled "Chisago County Wetland Services" and referenced as SEH No. CHISA 165347 14.00. Said proposal is incorporated herein and a copy of the same is attached hereto as **Attachment A.**

B. County will perform those expectations required of the County as set forth herein and **Attachment A.**

III. **CONSIDERATION AND TERMS OF PAYMENT.**

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Forty-One Thousand, Five Hundred and 00/100 Dollars (\$41,500.00) pursuant to **Attachment A.**

B. Terms of Payment.

CONTRACTOR will invoice the County for services provided at the hourly rate for each employee. Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County pursuant to the standard of care and to the extent compliance is not inconsistent with CONTRACTOR's professional practice requirements, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR within thirty (30) days of completion of the work.

IV. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this contract is:

Name: Joe Triplett, PE
Public Works Director/County Engineer
Address: 31325 Oasis Rd., Rm 400, Center City, MN 55012
Telephone: (651) 213-8708
E-Mail: Joe.Triplett@chisagocounty.us
Fax: (651) 213-8772

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Rebecca Beduhn, Project Manager
Company: Short Elliot Hendrickson, Inc.
Address: 3535 Vadnais Center Drive, St. Paul, MN 55110-3507
Telephone: 651-470-6027
E-Mail: rbeduhn@sehinc.com

V. **CANCELLATION AND TERMINATION.**

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to

pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VI. **ASSIGNMENT AND ASSUMPTION.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. In the event of assignment, CONTRACTOR shall remain responsible for the performance of all tasks until released through an assumption agreement executed by the County, the CONTRACTOR and CONTRACTOR's assignee.

VII. **LIABILITY.** The CONTRACTOR agrees to indemnify and hold County, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONTRACTOR. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract but only to the extent such claims or causes of action are caused by the CONTRACTOR's negligent acts, errors, and omissions or any entity in which the CONTRACTOR is legally liable. CONTRACTOR has no obligation to indemnify, defend, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others.

VIII. **INSURANCE.**

A. *Workers' Compensation.* CONTRACTOR certifies that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The CONTRACTOR's employees and agents will not be considered County employees. The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.

B. *General Liability Insurance.* CONTRACTOR is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the contract whether the operations are by the CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by the CONTRACTOR under the contract. Insurance minimum limits are as follows:

\$500,000 per claim; \$1,500,000 per occurrence; \$3,000,000 annual aggregate

C. *Professional Liability Insurance. (Errors and Omissions)* CONTRACTOR shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this contract. Said policies covering the errors and omissions of the professionals

working under this contract shall remain in effect for six (6) year following the completion of the work.

D. *Certificates of Insurance.* CONTRACTOR shall name County as an additional insured on the above insurance coverages and CONTRACTOR shall provide the County with a certificate of insurances naming the County as an additional insured on the above coverages and amounts prior to commencing work under this Agreement.

IX. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

X. **MINNESOTA STATUTE §181.59.**

The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

XI. **GOVERNMENT DATA PRACTICES ACT.** The CONTRACTOR and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify County. County will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XII. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**

- A. County shall own all rights, title and interest in all of the materials created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and paid for in full by the County under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS). Ownership and intellectual property rights does not apply to any MATERIALS previously owned or licensed to CONTRACTOR. Any such use or reuse, or any modification of MATERIALS by the County will be at the County or other's sole risk and without liability and legal exposure to CONTRACTOR.

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

- B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, County at the CONTRACTOR'S expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- XIII. **ANTITRUST**. The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

- XIV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XV. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XVI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.
- XVIII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

(Signatures found on page 7)

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. **CONTRACTOR – Short Elliot Hendrickson, Inc.**

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By:
Deric Deuschle Principal
Date:

2. **COUNTY OF CHISAGO**

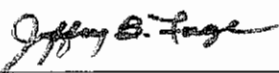
AUTHORIZED AND APPROVED:

By:
Rick Greene Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Christina Vollrath Clerk to the County Board of Commissioners
Date:

REVIEWED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: February 8, 2022

ATTACHMENT A
Wetland Services Contract



Building a Better World
for All of Us[®]

January 25, 2022

RE: Chisago County
Chisago County 2022 Wetland Services
SEH No. CHISA 165347 14.00

Joe Triplett
Engineer
Chisago County
313 North Main Street
Center City, MN 55012

Dear Mr. Triplett:

Thank you for the opportunity to propose on assisting Chisago County with completing wetland delineations and obtaining wetland permits for your proposed 2023 roadway reconstruction projects. The following projects are proposed (As depicted in **Figure 1**):

- CSAH 6 from the Isanti County Line to CSAH 4 in Nessel Township
- CR 59 from CSAH 9 to CSAH 30 in the City of Harris
- CR 70 from CSAH 11 to TH 95 in Sunrise/Amador Township
- CR 76 from CSAH 20 to TH 95 in Shafer Township

The current letter agreement includes a scope and budget to complete the wetland delineations and wetland permitting for all four projects. The following sections provide a summary of the proposed scope, an approximate project schedule, and a cost estimate to complete the work. It is proposed to proceed as one project approval, but have each project tracked by a unique task and budget requirements. By bundling, completion of the wetland delineations, agency field reviews, and permit discussions can be completed more efficiently, and all projects will benefit from a reduction in effort to complete.

SERVICE 1: WETLAND DELINEATIONS

For all four projects, wetland delineations will be completed in the spring and summer of 2022. The field methodology will follow the guidelines of the 1987 Manual, and the Northeast North Central Regional Supplement. All areas meeting wetland criteria within the project limits will be mapped in the field using a sub-meter accurate Global Positioning System. Wetland boundaries will be converted into electronic format and provided to Chisago County staff for incorporation into project plans.

SERVICE 2: WETLAND DELINEATION REPORT AND AGENCY REVIEW

Following completion of the wetland delineations, wetland delineations reports will be prepared. One report will be prepared for each project and will follow the submittal guidelines of the Board of Water and Soil Resources and the United States Army Corps of Engineers (USACE). Copies of these reports will be submitted to Chisago County and the USACE for scheduling of a field review. This field review will be facilitated by SEH and will occur within the growing season of 2022.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

SERVICE 3: WETLAND PERMITTING

The proposed projects are all anticipated to require permits prior to construction. Given the project goals, it is anticipated that all of the projects will be eligible to proceed using a combination of General Permits, Individual Permits, or other means of approval. If wetland mitigation is required, it is proposed through the Board of Water and Soil Resources transportation bank. If this cannot be used, a private bank will be selected, with Chisago County responsible for the costs of wetland credits.

Wetland permitting requires development of project plans, which include cross sections of wetland impact areas, and calculations of wetland impacts identified as temporary, permanent, cut, and fill. While SEH will prepare GIS-derived exhibits showing impacts, calculations and plan sheets showing these quantities will be provided by Chisago County or their design engineers.

TIMELINES

We understand that these projects are proposed for construction starting in 2023 or beyond, but given the current regulatory timelines, delineations should be completed within the 2022 growing season. This will allow for approval of the wetland boundaries in 2022 and permitting to be initiated once design has been sufficiently completed. With the current timelines to review permits, particularly under the USACE, we anticipate that at least four to six months of review time be allowed to ensure receipt of the permit prior to need. To meet this schedule the following timelines are proposed, subject to availability of roadway design plans being completed to allow this schedule to be maintained.

- Authorization to Proceed: Winter/Early Spring 2022
- Complete Wetland Delineations: May and June 2022
- Submit wetland delineation reports to Chisago County and USACE: July and August 2022
- Complete field review and approve wetland boundaries: By September 31, 2022
- Completion of project design: Responsibility of Chisago County
- Submittal of Wetland Permit Applications: Within 4 weeks of receipt of design files
- Issuance of wetland permits: Within 4 to 6 months of permit submittal.

COST ESTIMATE

Our fee for this work has been estimated to be **\$41,500.00**. This includes the time to complete the field work, prepare the reports and permits, and all equipment and travel costs. This fee is proposed as a time and materials with a not to exceed without additional authorization.

Task	Hours	Costs (including expenses)
Project Management and Admin	8	\$ 850
CR 59	90	\$ 9,300
CR 70	50	\$ 5,700
CR 76	80	\$ 8,550
CSAH 6	160	\$ 17,100
Totals	388	\$ 41,500

DATA NEEDS

In order to complete our preparation of the permit applications, the following data would be required to be provided by Chisago County.

- Design files for the proposed projects
- Project Memorandum, or any supporting documentation to support project purpose and need
- Traffic counts and accident history
- Permission to access the property (if required)

CONTACT INFORMATION

If you have any questions regarding this Letter Agreement, please contact me directly at 651-470-6027 or via e-mail at rbeduhn@sehinc.com.

If you are in agreement with this proposal, we will provide an Agreement for Professional Services for approval and contract execution.

Respectfully submitted,

SHORT ELLIOTT HENDRICKSON INC.

Rebecca Beduhn, MN, PWS, CMWP
Project Manager



Chisago County Request for Board Action

Meeting Date: February 16, 2022	Item Number: 7
Title of Item for Consideration: Right of Way Acquisition Services Contract with WSB	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
<p>Background: Public Works Department requires assistance to acquire the easements and right of way needed to deliver the projects in the Transportation Improvement Plan. County Engineer Joe Triplett has enlisted WSB, who has extensive experience in these sorts of projects and Chisago County.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> Professional Services Agreement with WSB 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Right of Way Acquisition Services Contract with WSB. The following motion is suggested:</p> <p style="text-align: center;"><i>“Move to approve the Right of Way Acquisition Services Contract with WSB.”</i></p>	
<p>Implications of Action: Approval will allow the County to acquire easements and right of way for project delivery.</p> <p>Budget/Financial Implications: Funding will come out of 03-320-6273 account</p> <p>Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations. The County Attorney’s Office has reviewed the agreement and approved as to form.</p>	
Administrator’s Recommendation	
Approve <u> CAS </u>	Deny <u> </u>
Other <u> </u>	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye <u> </u>
	Nay <u> </u>
	Abstain <u> </u>

PROFESSIONAL & TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and WSB, 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, is empowered to procure from time to time certain professional/technical services; and,

WHEREAS, County is in need of professional/technical services for the professional services to assist in the acquisition of lands required for construction projects scheduled for the 2023 calendar year.

WHEREAS, the CONTRACTOR has provided the County a proposal for such services and, therein represents it is qualified, duly licensed and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective on February 17, 2022, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until March 1, 2023, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **CONTRACTOR'S DUTIES.** The CONTRACTOR shall provide those services that are described and detailed in its proposal letter dated January 11, 2022 which is incorporated herein and a copy of which is attached here to, marked as **Attachment A**, attached hereto and incorporated by reference.
- III. **CONSIDERATION AND TERMS OF PAYMENT.**
 - A. **Consideration** for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Three Hundred and Three Thousand, Three Hundred Thirty-One and No/100 Dollars (\$303,331.00) pursuant to **Attachment A**. As the services provided by CONTRACTOR are for land acquisition services for four separate construction projects as detailed in **Attachment A**, said contract sum will be allocated consistent with the itemization provided in **Attachment A**.
 - B. **Terms of Payment.**

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County pursuant to the standard of care and to the extent compliance is not inconsistent with CONTRACTOR's professional practice requirements, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

The CONTRACTOR shall not receive payment for work found by County to be defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR within thirty (30) days of completion of the work.

IV. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this contract is:

Name: Joe Triplett, PE
Public Works Director/County Engineer
Address: 31325 Oasis Road, Room 400, Center City, MN 55012
Telephone: (651) 213-8708
E-Mail: Joe.Triplett@chisagocounty.us
Fax: (651) 213-8772

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Lisa Beckman, Sr. Right of Way Specialist
Company: WSB
Address: 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55146
Telephone: (763) 541-4800
E-Mail: LBeckman@wsbeng.com
Fax:

V. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

- VI. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. The County will only provide written consent to assignment after assignee has executed an assignment agreement which binds assignee to this agreement.
- VII. **LIABILITY.** The CONTRACTOR agrees to indemnify and hold County, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONTRACTOR. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract but only to the extent such claims or causes of action are caused by the CONTRACTOR's negligent acts, errors, and omissions or any entity in which the CONTRACTOR is legally liable. CONTRACTOR has no obligation to indemnify, defend, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others.
- VIII. **INSURANCE.**
- A. *Workers' Compensation.* Contractor certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered County employees. The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.
- B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:
- \$500,000 per claim; \$1,500,000 per occurrence; \$3,000,000 annual aggregate
- C. *Professional Liability Insurance (Errors and Omissions)* Contractor shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this Contract. Said policies covering the errors and omissions of the professionals working under this Contract shall remain in effect for six (6) year following the completion of the work.
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Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

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County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

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If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

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(Signatures are found on subsequent page)

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR - WSB

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By:
Title:
Date:

2. COUNTY OF CHISAGO

APPROVED:


By:
Rick Greene Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Christina Vollrath, Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: 
Jeffrey B. Fuge, Assistant County Attorney
Date: February 11, 2022

ATTACHMENT A



January 11, 2022

Mr. Joe Triplett
County Engineer/Director
31325 Oasis Road
Center City, MN 55012

VIA EMAIL: joe.triplett@chisagocountymn.gov

Re: Chisago County – 2023 Construction Projects – R/W Proposal

Dear Mr. Triplett:

WSB is pleased to submit this proposal for the acquisition services required on four (4) projects. The services provided will be in accordance with the MnDOT right of way Manual, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and other applicable state and federal laws and rules.

We will project the following scope of services on all four projects:

Project Management:

General project management, status reports, coordination of all activities; title reports will be provided by subconsultant Brian Johnson, Sunrise Title Services

Pre-Acquisition:

Early Notification Letters, initial landowner meetings and Field Title reports

Valuation Services:

Research and preparation of Minimum Damage Assessments will be conducted by WSB staff; Uncomplicated and Minimum Damage Valuation reports will be completed by subconsultant Julie Kalahar Appraisal.

Acquisition Services:

Offer documents, presentation or certified mailing of offers and negotiations. Close out for payments and audit, if required. Chisago County will record and process the acquisition payments. WSB will also work with the County Attorney, as necessary, to provide documentation as needed for condemnation.

Please refer to the attached for individual project fees, the total fee for all four projects is \$303,331.00.

Sincerely,

WSB

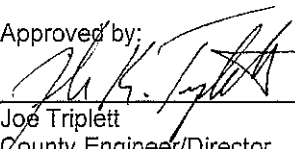
Lisa Beckman
Sr. Right of Way Specialist

701 XENIA AVENUE S . SUITE 300 . MINNEAPOLIS, MN . 55416 . 763.541.4800 . WSBENG.COM

Chisago County – 2023 Construction Projects – R/W Proposal

Project	No. of Parcels	WSB Labor + Expenses	Title and Valuation Subconsultants	Total
CSAH 6	10	\$34,712	\$13,200	\$47,912
CR 59	11	\$38,936	\$10,715	\$49,651
CR 70	10	\$32,258	\$20,450	\$52,708
CR 76	36	\$114,670	\$38,390	\$153,060
Total	67	\$220,576	\$82,755	\$303,331

Approved by:


Joe Triplett
County Engineer/Director

1/12/21
Dated

Chisago County CSAH 6 Extension Project - SAP 013-606-XXX Right of Way Services						
January 8, 2022						
Task Description		Project Manager and R/W Agent	R/W Agent	R/W Assistance	TOTAL HOURS	Costs
		Lisa Beckman	Don Tollefson	Faye Gillespie		
1	Project Management	40			40	\$7,400
1.1	General Project Management, Status Update Reports					
1.2	Coordinate delivery of title work, appraisals and reviews					
2	Pre-Acquisition Services	4	40	6	50	\$7,004
2.1	Early Notification Letters					
2.2	Field Title Reports					
3	Valuation Services	8	8	16	32	\$4,568
3.1	Market Research					
3.2	Prepare Minimum Damage Acquisition reports on 4 parcels (Parcels 4 and 5 will be combined in one report)					
3.3	Coordinate 3 Uncomplicated appraisals and reviews					
3	Acquisition Services	16	80	10	106	\$15,240
3.1	Offer Letters					
3.2	Negotiations, Administrative Settlements, Obtain Easements, Mortgage Consents (Permanent Easement Only)					
Total Hours - WSB Staff		68	128	32	228	
Average Hourly Fees (includes overhead and profit)		\$185	\$138	\$124		
Sub-Total: WSB Right of Way Labor						\$34,212
Expenses:						
Mileage, certified mailing, misc						\$500
Sub-Consultant:						
Owner's & Encumbrance Reports (Sunrise Title Services) \$315/report						\$3,150
3 - Uncomplicated Valuations (Julie Kalahar Appraisal) \$2,800/report Parcels 1, 2 and 3 will be combined into one report						\$8,400
3 - Review Appraisals (TBD) \$550/review						\$1,650
Sub-Total: Sub-Consultant Services						\$13,200
Total Right of Way Services						\$47,912
ASSUMPTIONS:						

1. There are 10 parcels on this project with fee, permanent and/or temporary easement acquisitions.
2. Valuation report type are preliminary and may change perimeters dependent on plan being completed.
3. Estimate includes five trips to the project – two to conduct field title meetings and the remainder to present the offers and negotiate. The balance of the work will be conducted by mail, phone or e-mail.
4. Right of Way negotiations will continue until the title and possession date. Any services requested beyond that date would be billed at our standard hourly rates shown above.
5. Eminent Domain services include providing documentation to the County. If additional services are needed, the contract would be amended to include those services.

Chicago County CR 59 Reconstruction Project - CP13-59-23 Right of Way Services							
Task Description		Project Manager and R/W Agent	R/W Agent	R/W Assistance	Permitting	TOTAL HOURS	Costs
		Lisa Beckman	Don Tollefson	Faye Gillespie	Brian Mielke		
1	Project Management	40			16	56	\$9,640
1.1	General Project Management, Status Update Reports						
1.2	Coordinate delivery of title work, appraisals and reviews						
1.3	BNSF Railroad Crossing Permit						
2	Pre-Acquisition Services	4	40	6		50	\$7,004
2.1	Early Notification Letters						
2.2	Field Title Reports						
3	Valuation Services	8	8	32		48	\$6,552
3.1	Market Research						
3.2	Prepare Minimum Damage Acquisition reports on 8 parcels						
3.3	Coordinate 1 Uncomplicated and 2 MDV appraisals and reviews						
3	Acquisition Services	16	80	10		106	\$15,240
3.1	Offer Letters						
3.2	Negotiations, Administrative Settlements, Obtain Easements, Mortgage Consents (Permanent Easement Only)						
Total Hours - WSB Staff		68	128	48	16	260	
Average Hourly Fees (includes overhead and profit)		\$185	\$138	\$124	\$140		
Sub-Total: WSB Right of Way Labor							\$38,436
Expenses:							
Mileage, certified mailing, misc							\$500
Sub-Consultant:							
Owner's & Encumbrance Reports (Sunrise Title Services) \$315/report							\$3,465
2 Minimum Damage Valuation @ \$1,400/MDV report & 1 Uncomplicated Valuation @ \$2,800/Uncomplicated report (Julie Kalahar Appraisal)							\$5,600
3 Review Appraisals (TBD) \$550/review							\$1,650
Sub-Total: Sub-Consultant Services							\$10,715
Total Right of Way Services							\$49,651
ASSUMPTIONS:							
1. There are 11 parcels on this project with fee, permanent and/or temporary easement acquisitions.							
2. Valuation report type are preliminary and may change perimeters dependent on plan being completed.							

3. Estimate includes five trips to the project – two to conduct field title meetings and the remainder to present the offers and negotiate. The balance of the work will be conducted by mail, phone or e-mail.

4. Right of Way negotiations will continue until the title and possession date. Any services requested beyond that date would be billed at our standard hourly rates shown above.

5. Eminent Domain services include providing documentation to the County. If additional services are needed, the contract would be amended to include those services.

Chisago County CR 70 Reconstruction Project CP 13-70-23 Right of Way Services						
Task Description		Project Manager and R/W Agent	R/W Agent	R/W Assistance	TOTAL HOURS	Costs
		Lisa Beckman	Don Tollefson	Faye Gillespie		
1	Project Management	40			40	\$7,400
1.1	General Project Management, Status Update Reports					
1.2	Coordinate delivery of title work, appraisals and reviews					
2	Pre-Acquisition Services	4	40	6	50	\$7,004
2.1	Early Notification Letters					
2.2	Field Title Reports					
3	Valuation Services	8	1	4	13	\$2,114
3.1	Market Research					
3.2	Prepare Minimum Damage Acquisition report on 1 parcels					
3.3	Coordinate 4 Uncomplicated and 2 MDV appraisals and reviews					
3	Acquisition Services	16	80	10	106	\$15,240
3.1	Offer Letters					
3.2	Negotiations, Administrative Settlements, Obtain Easements, Mortgage Consents (Permanent Easement Only)					
Total Hours - WSB Staff		68	121	20	209	
Average Hourly Fees (includes overhead and profit)		\$185	\$138	\$124		
Sub-Total: WSB Right of Way Labor						\$31,758
Expenses:						
Mileage, certified mailing, misc						\$500
Sub-Consultant:						
Owner's & Encumbrance Reports (Sunrise Title Services) \$315/report						\$3,150
2 Minimum Damage Valuation @ \$1,400/MDV report & 4 Uncomplicated Valuation @ \$2,800/Uncomplicated report (Julie Kalahar Appraisal) Parcel 4, 6 and 7 will be combined & Parcel 8 and 9 will be combined						\$14,000
6-Review Appraisals (TBD) \$550 /review						\$3,300
Sub-Total: Sub-Consultant Services						\$20,450
Total Right of Way Services						\$52,708
ASSUMPTIONS:						

1. There are 10 parcels on this project with fee, permanent and/or temporary easement acquisitions.
2. Valuation report type are preliminary and may change perimeters dependent on plan being completed.
3. Estimate includes five trips to the project – two to conduct field title meetings and the remainder to present the offers and negotiate. The balance of the work will be conducted by mail, phone or e-mail.
4. Right of Way negotiations will continue until the title and possession date. Any services requested beyond that date would be billed at our standard hourly rates shown above.
5. Eminent Domain services include providing documentation to the County. If additional services are needed, the contract would be amended to include those services.

Chisago County CR 76 Reconstruction Project - CP13-76-23 Right of Way Services						
Task Description		Project Manager and R/W Agent	R/W Agent	R/W Assistance	TOTAL HOURS	Costs
		Lisa Beckman	Don Tollefson	Faye Gillespie		
1	Project Management	100			100	\$18,500
1.1	General Project Management, Status Update Reports					
1.2	Coordinate delivery of title work, appraisals and reviews					
2	Pre-Acquisition Services	16	120	16	152	\$21,504
2.1	Early Notification Letters					
2.2	Field Title Reports					
3	Valuation Services	20	36	96	152	\$20,572
3.1	Market Research					
3.2	Prepare Minimum Damage Acquisition reports on 24 parcels					
3.3	Coordinate 4 Uncomplicate & 7 MDV appraisals and reviews					
3	Acquisition Services	54	280	36	370	\$53,094
3.1	Offer Letters					
3.2	Negotiations, Administrative Settlements, Obtain Easements, Mortgage Consents (Permanent Easement Only)					
Total Hours - WSB Staff		190	436	148	774	
Average Hourly Fees (includes overhead and profit)		\$185	\$138	\$124		
Sub-Total: WSB Right of Way Labor					\$113,670	
Expenses:						
Mileage, certified mailings, misc					\$1,000	
Sub-Consultant:						
Owner's & Encumbrance Reports (Sunrise Title Services) \$315/report					\$11,340	
7 Minimum Damage Valuation @ \$1,400/MDV report & 4 Uncomplicated Valuation @ \$2,800/Uncomplicated report (Julie Kalahar Appraisal) Parcel 5 and 6 will be combined					\$21,000	
11 Review Appraisals (TBD) \$550 /review					\$6,050	
Sub-Total: Sub-Consultant Services					\$38,390	
Total Right of Way Services					\$153,060	
ASSUMPTIONS:						

1. There are 36 parcels on this project with fee, permanent and/or temporary easement acquisitions.
2. Valuation report type are preliminary and may change perimeters dependent on plan being completed.
3. Estimate includes four trips to the project – one to conduct field title meetings and the remainder to present the offers and negotiate. The balance of the work will be conducted by mail, phone or e-mail.
4. Right of Way negotiations will continue until the title and possession date. Any services requested beyond that date would be billed at our standard hourly rates shown above.
5. Eminent Domain services include providing documentation to the County. If additional services are needed, the contract would be amended to include those services.

Chisago County Request for Board Action

Meeting Date: February 16, 2022	Item Number: 8		
Title of Item for Consideration: State of Minnesota LiDAR Agreement			
Action Requested by: Joe Triplett, County Engineer	Department: Public Works		
Previous Action on this Matter: None.			
<p>Background: The State of Minnesota was able to partner with the United States Geological Survey (USGS) to acquire high-resolution digital elevation data developed from airborne Light Detection and Ranging (LiDAR). The State is offering a grant to go after the data. The State is partnering with local agencies who would like the data to pass along the price.</p> <p>The Public Works Department uses this data every day to help with drainage issues and to design projects. The last time the County obtained this data was in 2007, and it cost approximately \$700k.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> • Agreement 			
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement via approval of tonight's <i>Consent Agenda</i>. Should the Board wish to provide alternative direction or further discuss this issue, the following motion is suggested:</p> <p style="text-align: center;"><i>"Move to approve the agreement at tonight's meeting."</i></p>			
<p>Implications of Action: Approval will allow the County to enter into the agreement with the State of Minnesota to obtain LiDAR data</p> <p>Budget/Financial Implications: Funding will be out of 03-320-6273</p> <p>Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations. The County Attorney's Office has reviewed the agreement and approved as to form.</p>			
Administrator's Recommendation			
Approve	Deny _____		
Other _____			
Motion By:	Seconded by:		
To:			
Action on Motion:	Aye _____ <table border="1" style="display: inline-table; vertical-align: middle; margin-left: 20px;"> <tr> <td style="padding: 5px;">Nay _____</td> <td style="padding: 5px;">Abstain _____</td> </tr> </table>	Nay _____	Abstain _____
Nay _____	Abstain _____		



State of Minnesota

LIDAR Agreement

This Agreement is between the State of Minnesota, acting through its Commissioner of the Department of Information Technology Services ("State") and Chisago County ("Governmental Unit").

Recitals

The State is in need of partnership with local units of government to collect high definition lidar to receive matching funds from the United States Geological Survey ("USGS").

Agreement

1. Term of Agreement

- 1.1 Effective Date: December 10, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

State and Governmental Unit are partnering with the United States Geological Survey (USGS) to acquire high-resolution digital elevation data developed from airborne Light Detection and Ranging (LIDAR) for an area in the Central Mississippi Minnesota region. The data will be used to generate Digital Elevation Models (DEMs) for use in engineering design and design reviews, conservation planning, research, delivery, floodplain mapping, and hydrologic modeling utilizing lidar technology. The data is to be acquired during spring 2022. The project area will consist of high accuracy classified bare-earth lidar data in LAS format as well as raster DEMs per project requirements.

State is serving as the fiscal agent for this project. Governmental Unit will contribute \$144,776.28 to the project. Governmental Unit will remit this amount to State. Subsequent to receipt, State will remit this amount to USGS.

Governmental Unit and State agree to share all data gathered or generated under the agreement with USGS, subject to USGS data publication restrictions.

3. Consideration and Payment

This agreement's obligation is subject to the approval of a joint funding agreement with USGS.

Governmental Unit will contribute \$144,776.28 to the project payable upon invoice by State.

The total obligation of the Governmental Unit under this agreement will not exceed \$144,776.28.

State's obligations hereunder will be completed upon remittance of the amount set forth herein to USGS.

4. Authorized Representatives

The State's Authorized Representative is Dan Ross, Geographic Information Systems Director, Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, 651-757-2550, or their successor.

The Governmental Unit's Authorized Representative is Joe Triplett, Director of Public Works, 313 N. Main Street-Room 400, Center City, MN 55012, 612-213-8708, Joe.Triplett@chisagocountymn.gov, or their successor.

5. Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability

Each party will be responsible for its own acts and behavior and the results thereof. State's liability is governed by Minn. Stat. § 3.736.

7. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract.

The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

1. Governmental Unit

Print Name: _____

Signature: _____

Title: _____ Date: _____

Partner MNIT Customer No: _____

Reviewed and approved to form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge

Jeffrey B. Fuge, Assistant County Attorney

Date: January 27, 2022

2. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

Chisago County Request for Board Action

Meeting Date: February 16, 2022	Item Number: 9
Title of Item for Consideration: Amendment to the City of Harris Road Reversion Agreement	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: Board approved Agreement with City of Harris on August 25 th , 2015.	
<p>Background: In 2015, Chisago County transferred jurisdiction of various highways to other local agencies. Part of the transfer included highway segments in the City of Harris. As part of those turnback's, agreements between the County and the local agencies were passed to lay out the responsibilities of each agency with respect to the reversion. One of the conditions for some of the highways was to do an "enhanced gravel road project." The County did indeed do this sort of project on some of the highways and the results were not acceptable.</p> <p>At that point, the County and local agencies moved to working together to pave some of those reverted highways. The County agreed to fund ½ of the cost to pave. Falcon Avenue (old CR 61) was one of the highways that was supposed to have received the treatment. Since the results were not acceptable, the County and City agreed to hold off on expending the funding on that treatment. While paving the section of road was the acceptable solution, the City was not prepared for the added expense that came up suddenly. Therefore, the improvement was put off until the City was able to act on it.</p> <p>Public Works has monies set aside in the Road Construction budget, where the other funds for the other 'turnback' paving projects came from.</p> <p>The Public Works Department provided the City of Harris with the proposed amendment for review in January, 2022. The City of Harris Council adopted the amendment on January 10, 2022.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> • Agreement Amendment • Original Agreement 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Amendment to the City of Harris Road Reversion Agreement. The following motion is suggested:</p> <p style="text-align: center;"><i>"Move to adopt the offered Amendment to Road Maintenance Services Agreement Between Chisago County and City Of Harris."</i></p>	
<p>Implications of Action: Approval will allow the County to participate in the City's paving project of the reverted highway</p>	
<p>Budget/Financial Implications: Funding will come out of 03-325-6604 account.</p>	
<p>Legal/Policy Implications: The proposed Amendment to Road Maintenance Services Agreement</p>	

Between Chisago County and City Of Harris has been approved to form. Action by the County Board to adopt the amendment is needed because the agreement is amongst local governments. Adoption of the amendment to the agreement would allow the County to fulfill its responsibilities contemplated in the reversion agreement.

Administrator's Recommendation

Approve CS

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

**AMENDMENT TO
ROAD MAINTENANCE SERVICES AGREEMENT BETWEEN CHISAGO
COUNTY AND CITY OF HARRIS**

This Amendment to the Agreement for Road Maintenance Services dated August 11, 2015, is made and entered into by and between the County of Chisago (County) and the City of Harris (City) this _____ day of February 2022.

RECITALS

WHEREAS, pursuant to Minnesota Statutes section 163.11, the County and the City entered into the Agreement for Road Maintenance Services on August 11, 2015 to provide for the construction and maintenance of former CR 61, which was reverted back to the City in 2015 and is now named as Falcon Avenue;

WHEREAS, pursuant to the terms of the Agreement for Road Maintenance Services, the County and the City agreed that the County would undertake certain construction and maintenance projects, including, but not limited to, gravel road enhancement of that portion of Falcon Avenue north of CSAH 10 (Stark Road to 450th Street) in the City of Harris;

WHEREAS, the Agreement for Road Maintenance Services, requires the County to share in the cost of projects which the City determines appropriate for the City to take over;

WHEREAS, the County has not undertaken the project of gravel road enhancement of Falcon Avenue north of CR 10 to the city limits and, after consultation with the County Engineer, the City of Harris has determined that it is in the best interest of the City to pave that section of Falcon Avenue and to undertake the project with County cost-sharing as provided under the Agreement for Road Maintenance Services; and

WHEREAS, the City has received a cost estimate of \$351,000 for the paving Falcon Avenue north of CSAH 10 (Stark Road to 450th Street) in the City of Harris.

TERMS AND CONDITIONS

NOW, THEREFORE, the County and City agree to enter into and adopt an amendment to the Agreement for Road Maintenance Services dated August 11, 2015, as follows:

1. The City agrees to pave and the County agrees to cost share in the paving that portion of Falcon Avenue from Stark Road to 450th Street in the City of Harris.
2. The City will be responsible for entering into and administering a construction contract for completion of all work necessary.

3. Notwithstanding current language in Section 3 of the Agreement for Road Maintenance Services dated August 11, 2015, the County agrees to pay the City a sum from the County's Road and Bridge Fund a sum of One Hundred Seventy-Five Thousand and No/100 Dollars (\$175,000.00) for the paving of Falcon Avenue from Stark Road to 450th Street, and the payment of such sum is conditional upon the City's approval and award of the paving contract.

4. The County's sole financial responsibility for the costs of the paving will be to the City in the amount herein provided, unless a greater cost-share amount is subsequently approved by the County and mutually agreed to by the County and the City.

5. The City agrees that it will be solely responsible to the contractor, its subcontractors and assigns for the payment of all costs incurred in paving.

6. The terms and conditions of the Agreement for Road Maintenance Services dated August 11, 2015, not affected hereby shall remain in full force and effect without change.

(Signatures found on Page 3)

Signatures

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Road Maintenance Services dated August 11, 2015 to be executed by their duly authorized representatives as of the day and year written above.

FOR CITY OF HARRIS

Approved and Authorized:

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FOR CHISAGO COUNTY:

Approved and Authorized:

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Reviewed and Approved as to Form:

JANET REITER, COUNTY ATTORNEY

By:  _____

Jeffrey B. Fuge, Assistant County Attorney

Date: February 8, 2022

**AGREEMENT FOR ROAD MAINTENANCE SERVICES
BETWEEN CHISAGO COUNTY AND CITY OF HARRIS**

THIS AGREEMENT, made and entered into as of the 11th day of August 2015, by and between the City of Harris ("City"), and the County of Chisago ("County") (each sometimes hereinafter called "party" and both sometimes collectively "parties") the parties being governmental and political subdivisions of the State of Minnesota.

WITNESSETH:

WHEREAS, Minnesota Statute 163.11 allows County highways may be established, altered, vacated, or revoked by resolution of the county board, and

WHEREAS, Minnesota Statute 163.11 further states that a county highway that is revoked by a county board to a town under this section shall be maintained by the county for a period of two years from the date of revocation, and

WHEREAS, The County wishes to do more than the minimums the statute outlines, and

WHEREAS, The County and City wish to outline and document the responsibilities and conditions.

NOW, THEREFORE, the parties hereto do covenant and agree as follows:

SECTION 1. THE AGREEMENT

1.01. Exhibits shall lay out agreement conditions for each reverted road:

- Exhibit A: County Road 61 between County Road 10 & City of Harris Limits
- Exhibit B: County Road 58 between County Road 30 & County Road 59 (South Side only)
- Exhibit C: County Road 59 between County Road 9 & County Road 58

SECTION 2. GENERAL PROVISIONS

2.01. **Notices.** All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to City and County, certified mail, return-receipt requested, at the following address:

City

City of Harris
C/O City Clerk
43970 Ginger Ave.
P.O. Box 111
Harris, MN 55032

County

Chisago County Engineer
Chisago County Highway Department
313 North Main Street, Room 400
Center City, MN 55012

Either party may change its address or authorized representative by written notice delivered to the other party pursuant to this Section 2.01.

- 2.02. **Liability.** Both parties to this Agreement recognize each other as a political subdivision of the State of Minnesota. Each party mutually agrees to indemnify, defend and hold harmless the other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minnesota Statutes Chapter 466.04 to limit each party's total liability for all claims arising from a single occurrence, include the other party's claim for indemnification, to the limits prescribed under Minnesota Statutes Chapter 466.04.
- 2.03. **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.
- 2.04. **Survival of Representations and Warranties.** The representations, warranties, covenants, and agreements of the parties under this Agreement, and the remedies of either party for the breach of such representations, warranties, covenants, and agreements by the other party shall survive the execution and termination of this Agreement.
- 2.05. **Alteration.** Any alteration, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.
- 2.06. **Waiver.** The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
- 2.07. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- 2.08. **Interpretation According to Minnesota Law.** This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.
- 2.09. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
- 2.10. **Headings.** The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

- 2.11. **Further Actions.** The parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.
- 2.12. **Parties in Interest.** This Agreement shall be binding upon and insure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

SECTION 3. GENERAL PROVISIONS

- 3.01. **Payment in Lieu of Maintenance.** Should the Township wish to take over the maintenance of any or all of reverted roads, the County shall make payment to the Township as described follows:
- A. Payment for gravel road surface shall be calculated at \$200/mile/month. The beginning of the payment shall be calculated at the first of the month and ending shall be as detailed above for each road.
 - B. Payment for paved road surface shall be calculated at \$500/mile/month. The beginning of the payment shall be calculated at the first of the month and ending shall be as detailed above for each road. The County shall also supply road salt for the duration of the maintenance period at no additional cost.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF HARRIS

By: Diane Miller
Name: DIANE MILLER
Title: MAYOR
Date: 8-11-15

Attest: Joanne Dargay
By: Joanne Dargay
Name: Joanne Dargay
Title: City Clerk
Date: 8-11-15

CHISAGO COUNTY

By: Richard Greene
Name: Richard Greene
Title: Chair, Board of Commissioners
Date: 8/25/15

Attest: Christine
By: Christine
Name: Christine
Title: Clerk of the Board
Date: 8/25/15

Approved as to Form:

Kurtine
Chisago County Attorney's Office

Recommended for Approval:

Mike
Chisago County Highway Engineer

Exhibit A

County Road 61 between County Road 10 & City of Harris Limits

- 1.01. The County shall furnish operators, equipment, and materials to perform the following routine road maintenance activities on the following roadway/road segment including but not limited to:
 - a. Gravel Road Blading
 - b. Traffic Sign Repair and/or Installation
 - c. Snow and Ice Control
 - d. Miscellaneous Road Maintenance Activities
- 1.02. County will endeavor to do a gravel road enhancement project in lieu of graveling roadway.
- 1.03. The County shall conduct such routine road maintenance activities as described in 1.01 above effective January 1, 2015 until July 1, 2020 unless otherwise terminated as provided herein.
- 1.04. The coordination, timing, and dispatching of County operators and equipment shall be at the discretion of the Chisago County Highway Engineer, Chisago County Highway Superintendent, or his/her direct representative.
- 1.05. This entire Agreement or specific activities listed in Section 1.01 shall be subject to cancellation by either party upon a 30 day written notice or, for road maintenance for Road Reversions undertaken effective January 1, 2015 and governed by Minnesota Statute 163.11, no sooner than July 1, 2020.

Exhibit B

County Road 58 between County Road 30 & County Road 59 – South Side Only

- 1.01. The County shall furnish operators, equipment, and materials to perform the following routine road maintenance activities on the following roadway/road segment including but not limited to:
 - a. Gravel Road Blading
 - b. Traffic Sign Repair and/or Installation
 - c. Snow and Ice Control
 - d. Miscellaneous Road Maintenance Activities
- 1.02. The County shall conduct such routine road maintenance activities as described in 1.01 above effective January 1, 2015 until July 1, 2020 unless otherwise terminated as provided herein.
- 1.03. The coordination, timing, and dispatching of County operators and equipment shall be at the discretion of the Chisago County Highway Engineer, Chisago County Highway Superintendent, or his/her direct representative.
- 1.04. This entire Agreement or specific activities listed in Section 1.01 shall be subject to cancellation by either party upon a 30 day written notice or, for road maintenance for Road Reversions undertaken effective January 1, 2015 and governed by Minnesota Statute 163.11, no sooner than July 1, 2020.

Exhibit C

County Road 59 between County Road 9 & County Road 58

- 1.01. The County shall furnish operators, equipment, and materials to perform the following routine road maintenance activities on the following roadway/road segment including but not limited to:
 - a. Gravel Road Blading
 - b. Traffic Sign Repair and/or Installation
 - c. Snow and Ice Control
 - d. Miscellaneous Road Maintenance Activities
- 1.02. The County shall conduct such routine road maintenance activities as described in 1.01 above effective January 1, 2015 until July 1, 2020 unless otherwise terminated as provided herein.
- 1.03. The coordination, timing, and dispatching of County operators and equipment shall be at the discretion of the Chisago County Highway Engineer, Chisago County Highway Superintendent, or his/her direct representative.
- 1.04. This entire Agreement or specific activities listed in Section 1.01 shall be subject to cancellation by either party upon a 30 day written notice or, for road maintenance for Road Reversions undertaken effective January 1, 2015 and governed by Minnesota Statute 163.11, no sooner than July 1, 2020.

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, February 02, 2022**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, February 02, 2022 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter.

The Chair called for a moment of silence in remembrance of Commissioner Mike Robinson.

The Chair called the meeting to order and led the assembly in the Pledge of Allegiance.

Commissioner DuBose presented the Association of Minnesota Counties and Board of Water and Soil Resources 2021 County Conservation Award for the Lower St. Croix Watershed Partnership and the counties of Anoka, Chisago, Isanti, Pine, and Washington.

Commissioner DuBose offered a motion to approve the agenda. Motion seconded by Dunne, the motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the board moved to open the Health and Human Services Committee of the Whole at 6:33 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

Chair Greene gave the gavel to Vice-Chair Montzka.

Health and Human Services Director Robert Benson provided the department updates.
No action was taken.

On motion by Greene, seconded by Dunne, the Board moved to accept the Health and Human Services Director's Report. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by DuBose, seconded by Greene, the Board moved to add items 1-5 to the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the board moved to close the HHS Committee Board of the Whole at 6:45 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

Board of Commissioners' Consent Agenda:

- 1.) HHS Committee Recommendation – Directors Update
- 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
- 3.) HHS Committee Recommendation – Child Support Program Interagency Coop. Agmt
- 4.) HHS Committee Recommendation – Service Level Agmt. – Agency Debt Collection
- 5.) HHS Committee Recommendation – Out of State Travel Request – NACVSO Conf.
- 6.) Payment of County's Warrants and Miscellaneous Bills
Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The itemized list of claims is available for public review on the County website at <https://www.chisagocounty.us/1197/Claims-Paid>. Claims less than \$2,000 are listed as a total dollar amount and notes the number of claims included in the total.
- 7.) Minutes from the January 19, 2022 Regular Meeting

On motion by DuBose, seconded by Montzka, the Board moved to approve the Proclamation – Honoring the Life and Legacy of Commissioner Mike Robinson. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the resolution declaring the District 5 seat on the Chisago County Board of Commissioners vacant and which calls for special election to fill vacancy for August 9th, 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved to appoint Scott Noland as an At Large Representative on the Water Plan Policy Team effective January 4, 2022 thru January 4, 2025. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to approve the out of state travel request to attend 2022 NACE Conference in Buffalo, NY from April 23-28, 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by Montzka, seconded by DuBose, the Board moved to approve a letter of support for East Central Regional Development Commission's application to the US Department of Commerce/Economic Development Administration to start a new revolving loan fund. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the needed funding of \$44,418.36 for the replacement of two squad cars. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the two-year State of Minnesota Snowmobile Safety Enforcement Grant for MN fiscal years 2022 and 2023 that provides the Chisago County Sheriff's Office up to a total of \$13,824. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to approve by Resolution the acceptance of a donation of \$500 from the Lindstrom Fire Department, a donation of \$627 from Maranatha Assembly of God in Chisago City, and an anonymous donation of \$1000 all for the Sheriff's Office. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

CITIZENS FORUM

TIME – 7:03 p.m. **END TIME** – 7:04 p.m.
1 letter, 0 emails, # of **SPEAKERS** - 0

On motion by Montzka, seconded by DuBose, the Board moved to approve Signature and Execution of the State of Minnesota Trail Grant Contract Agreement for the Sunrise Prairie Regional Trail-Segment G and to Fully Authorize Staff to proceed with the grant execution and commence with the project. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the Sunrise Prairie Regional Trail Segment G Proposed Engineering Design and Construction Professional Technical Services Agreement with WSB & Associates. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to appoint Ms. Karen Long the Chisago County Recorder and approve a credit card for Karen Long with a limit of \$3500. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

Swearing in for Ms. Karen Long to the Chisago County Recorder position will be on Wednesday, February 9, 2022.

County Administrator Chase Burnham provided administrator updates and correspondence. *No action was taken.*

On motion by Dunne, seconded by Montzka, the Board moved to change the time for Budget and Finance meetings in 2022 to 3:00 p.m. on the second Wednesday of each month. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

Several Commissioners offered reports of their respective committee assignments. *No action was taken.*

On motion by DuBose, seconded by Montzka, the Board adjourned the meeting at 7:27 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

Richard Greene, Chair

Attest: _____
Christina Vollrath
Clerk of the Board

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
February 16, 2022**

TAB # 11

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid 2/17/2022 \$414,272.25

Authorize Payment of County's Warrants for HHS:

<u>Prepared Check Date</u>	<u>Amount</u>	<u>Mail Date</u>	<u>Type of Payment</u>
2/4/2022	\$95,284.36		County's Warrants
2/4/2022	\$186,508.25	02/16/2022	Auditor's Warrants
2/7/2022	-		County's Warrants
2/7/2022	\$724.58	02/16/2022	Auditor's Warrants



Chisago County Request for Board Action


Meeting Date: February 16, 2022	Item Number: 12
Title of Item for Consideration: Budget Adjustment – Vault Scanning Project	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: None.	
<p>Background: The Budget and Finance Committee approved the 'Vault Scanning Project' at the November 9th, 2021 Budget and Finance Committee. The B/F Committee recommended paying for the project with fund balance. The Board of Commissioners approved the project and funding source at the November 17, 2021 Board Meeting. The project was allocated \$37,000 from the General Fund.</p> <p>The project organized and removed all the documentation that the County does not need to retain. Many boxes of documents in the vault need to be kept but can be kept digitally.</p> <p>Mid-America Conversion provided the service of changing the paper documents into PDF's that are named and filed in a way that the data owner departments can find them;</p> <ol style="list-style-type: none"> 1. Payroll – Green Bar Printouts: Chisago County and Green Acres Nursing Home 2. Human Resources: These are only the boxes that were determined permanent that were not payroll 3. County Board Packets: These are all of the boxes from 1985 – 2014. Missing 2011, 2012 and 2013 4. Environmental Services Zoning: <ol style="list-style-type: none"> a. Board of Adjustment & Planning Commission b. Building Permits c. Plats 5. Meeting Minutes – Bound and Mechanical Books 	
<p>Attachment(s):</p> <ul style="list-style-type: none"> • Budget Adjustment Form 	
<p>Action Requested/Recommended: It is respectfully requested by County Administrator Chase Burnham that the Chisago County Board approve the budget adjustment form for the Vault Scanning project to the 2021 budget reflects the Board's actions in 2021. The suggested action is as follows:</p> <p style="text-align: center; margin-top: 20px;"><i>“Move to approve the budget adjustment form for the Vault Scanning project to the 2021 budget reflects the Board's actions in 2021.”</i></p>	

Implications of Action: By approving the budget adjustment form the budget greater reflects the actual expenditures of the County.

Budget/Financial Implications: None.

Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.

Administrator's Recommendation

Approve 	Deny _____	Other _____
Motion By:		Seconded by:
To:		
Action on Motion:	Aye _____	Nay _____ Abstain _____



Chisago County Request for Board Action

Meeting Date: February 16, 2022	Item Number: 13
Title of Item for Consideration: Credit Card Request – Mark Hendrickson, Probation Director	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
<p>Background: The card will be used for supplies, organization fees, training, conference registration, and travel.</p> <p>The Probation Department currently does not have credit care (due to staffing changes) which has been causing routine limit constraints for other training and supplies needs within the broader department.</p> <ul style="list-style-type: none"> Mark Hendrickson, Probation Director- \$1,500 	
<p>Action Requested/Recommended: The County Board is respectfully requested to approve credit card for Mark Hendrickson, Probation Director. The following motion is suggested:</p> <p style="text-align: center;"><i>“Move to approve a credit card for Mark Hendrickson, Probation Director.”</i></p>	
<p>Implications of Action: Board approval at tonight’s meeting will allow the County Auditor Office to request a credit card for Mark Hendrickson, Probation Director.</p> <p>Budget/Financial Implications: None.</p> <p>Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.</p>	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**COUNTY OF CHISAGO
REQUEST FOR COUNTY ISSUED CREDIT CARD**

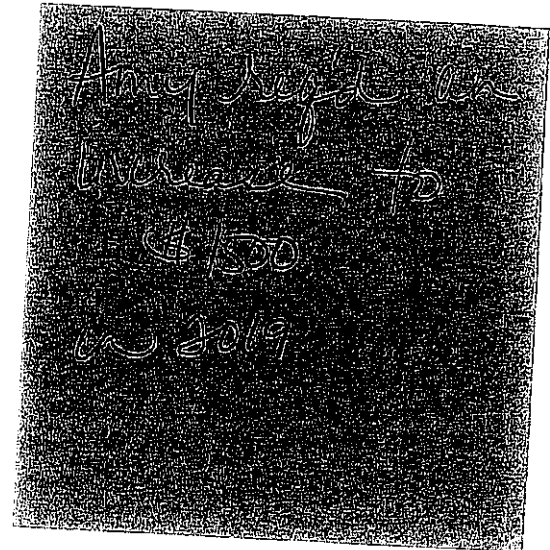
TO: COUNTY AUDITOR

FROM:

Mark Hendrickson
Name (Dept Head)
Probation
Department

RE: Request for County Issued Credit Card
(Place an X in the applicable box)

<input type="checkbox"/> Commissioner	\$1,500
<input checked="" type="checkbox"/> Department Head	\$1,000 ^{\$} 1,500
<input type="checkbox"/> Employee	\$500



Department Head Portion:

I request the following employee be issued a Chisago County Credit Card:

Employee Full Name (print): Mark Hendrickson
Title & Department: Director, Probation
Employee Sample Signature: [Signature]

Reason why credit card is needed:

To purchase supplies, register
for training, Lodging, ect.

The Department Head may recommend an account limit for an employee not to exceed \$500. Without exception, the County Board of Commissioners will establish all account limits.

Use of County Issued Credit Card:

County provided credit cards are to be used only for conducting officially approved County business. Official County business includes approved travel (hotels & travel expenses) and registration fees per County policy and any other items approved, per County policies, prior to actual purchase. No alcoholic beverages may be purchased with said card.

I hereby certify that I have reviewed with the employee the Chisago County Issued Credit Card Policy and the Credit Card User Agreement (Exhibit B).

[Signature]
Signature of Department Head

02/10/2022
Date

Employee Portion:

I have reviewed the Chisago County Issued Credit Card Policy and the Credit Card User Agreement. I agree to abide by these policies and other policies of the County. I consent to the County running a background credit check on my personal credit history if the County deems it necessary.

[Signature]
Signature of Employee

02/10/2022
Date

***** PLEASE RETURN TO AUDITOR'S OFFICE *****

County Auditor Portion:

Received request on 2/10/22
Date

[Signature]
Chisago County Auditor
deputy

2/10/22
Date

Presented to the Chisago County Board on

Date

Action taken by Chisago County Board on

Date

- ☐ Approved as requested
☐ Denied
☐ Other

Board Approval Stamp

Employee Portion:

I acknowledge receipt of credit card bearing number _____

Employee Signature

Date



Chisago County Request For Board Action

Meeting Date: February 16, 2022	Item Number: 14
Title of Item for Consideration: Temporary Liquor License Request – Wild Rivers Conservancy	
Action Requested by: Bridgitte Konrad, County Auditor	Department: Auditor's Office
Previous Action on this Matter: From time to time the Board of Commissioners is asked to approve individual application requests.	
<p>Background: The application is for a 1 Day to 4 Day Temporary On-Sale Liquor License for the Wild Rivers Conservancy at an event at the Franconia Sculpture Park on May 22, 2022. They are recommended by the Sheriff's office and Attorney's office for approval. The following are County businesses/organizations are requesting approval;</p> <ol style="list-style-type: none"> 1. Wild Rivers Conservancy – 5/22/2022 	
<p>Attachment(s):</p> <ul style="list-style-type: none"> • License Application for 1 Day to 4 Day Temporary On-Sale Liquor License (<i>available with Clerk of the Board</i>) 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the License Applications for 1 Day to 4 Day Temporary On-Sale Liquor License for the St. Croix Association. The suggested motion is as follows:</p> <p style="text-align: center;"><i>“Move to approve the License Applications for 1 Day to 4 Day Temporary On-Sale Liquor License for the Wild Rivers Conservancy.”</i></p>	
<p>Implications of Action: By approving the applications, the businesses will be able to sell Liquor at their events planned for the specific dates.</p> <p>Budget/Financial Implications: None.</p> <p>Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.</p>	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	<div style="display: flex; justify-content: space-around;"> Aye _____ Nay _____ Abstain _____ </div>





Chisago County Department of
Environmental Services and Zoning
313 No. Main St. #243
Center City, MN 55012
651-213-8374 ~ kmschne@co.chisago.mn.us

Memo

To: Chisago County Board of Commissioners
From: Kurt Schneider, Director Environmental Services & Zoning
Date: January 12, 2022
Re: February 16, 2022 Directors Report

Enclosed within your packets are the following Department of Environmental Services and Zoning presentation/action item(s). Action items are further detailed in their corresponding Request for Board Action (RBA) reports. Please contact the Department if you have any questions or concerns or wish to view detailed Action Item hearing or file documents in advance of your February 16, 2022, Board meeting.

Action Items:

1. Receive Directors Report
2. Parks Department Brush Chipper (CIP)
3. Checkerboard Park Restroom Building Purchase (CIP)
4. Wild Mountain Properties CUP Amendment(s) Camping Expansion Request
5. Shaun Fiedler Rezoning Application 60 -Day Extension
6. County Water Resource Manager FTE Status Change
7. Chisago Lakes Lake Improvement District Water Resources Specialist FTE Status Change

Informational Item(s):

Board of Adjustment and Appeals:

The next regularly scheduled Board of Adjustment meeting is scheduled for February 24, 2022 at 7:00 pm. at the Government Center. The Board will also meet on February 23rd, at 8:15 A.M. departing from Public Works at 31325 Oasis Road, Center City, MN to conduct organized tours of the agenda item properties. Item(s) for consideration include:

1. Chris & Megan Schoeberl, buyers on contract for deed, and Eugene and Paula Bengtson, contract holder, are requesting a Variance allowing an exemption from the County's platting requirements in order to split a 38-acre tract, bisected by Blueberry Trail, into two parcels being approximately 23 acres and 15 acres in size. The property is zoned Agricultural (AG) District and generally located ¼ mile east of Government Road on Blueberry Trail in Rushseba Township, S13, T37, R21, (PID #07.00248.00).

Planning Commission:

The regularly Planning Commission meeting is scheduled for Thursday, February 3, 2022, at 7:00 p.m. in the Lower Level of the Chisago County Government Center. The Commission will also meet on February 1st at 9:00 A.M. departing from Public Works at 31325 Oasis Road, Center City, MN to conduct organized tours of the agenda item properties. Items for consideration include:

Public Hearings – New Applications:

1. KGRED, LLC and BARBAC, LLC, property owners, represented by Ken Johnson and Bob Boyce respectively, are seeking approval of the Preliminary Plat of Poor Farm Meadows, involving the creation of four lots from a 30.53-acre tract. The property is zoned Agricultural (AG) District and located at the northwest corner of 410th Street / County Road 81 and Poor Farm Road in Sunrise Township, S4, T35, R20, (PID #09.00034.20).
2. Draft Commercial Shooting Range Ordinance Public Hearing - Comment is sought on Amending Section 5.06 Agricultural district and Section 7, Performance Standards of the Chisago County Code, known as the Zoning Ordinance, by Providing for an Amendment to include Section 5.06 Section C. Conditional Uses and Section 7.32 Shooting Ranges, 7.33 Hunting Clubs and Shooting Preserves and Amending Section 3 Definitions.

Old Business:

1. Jason Klar, applicant, is requesting a Conditional Use Permit (CUP) for Major Home Occupation in the Agricultural (AG) District in order to conduct educational classes for permit to carry a pistol. The use is being considered a *Major* Home Occupation due to the live fire exercise portion of the class being conducted outside of the residence on the subject property. The property is located at 47311 Government Road, Sunrise Township, S2, T36, R21 (PID# 09.00485.02). The application was referred to the Commission.

General Department Informational Item(s):

Construction & permit activity with the new year includes January 2022 permit activity data provided as **attached**. Revenue associated with this activity reaches 4% of projected annual budget at \$34,375. The newly contracted Lent Township and City of Shafer inspection service areas have not yet been added to the attached permit activity summary but will be included come February's report.

With the referral of the Klar CUP back to the Planning Commission, a site visit tour by the Commission has been established for Wednesday, March 2nd at 5:00 pm departing from public works and anticipating live fire demonstration and site arrival to commence at 5:30. The land owner has been requested to demonstrate live fire consistent with the classroom instruction activity proposed. The Commission is anticipated to observe live fire from various points surrounding the property. Being that each class student is required to fire 12 rounds of ammunition, the Planning Commission is anticipating that the property owner will afford the opportunity to observe a minimum of 12 rounds using a firearm that would most commonly be used by students during the class.

January 2022 / Building Report:

LOCATION	1. New Houses		2. Additions / Alterations Roofs/Decks /Wind. Foundations		3. Mechanical (gas conv. MH setup, mech/plumbing, woodstove, fireplace)		4. Accessory / pole bldg., garage, shed, pool, fence, sign		5.6 Commercial New and Additions / alteration / mechanical		7. Multi-family		8. Septic Systems		Septic Certifications	
	January	YTD	January	YTD	January	YTD	January	YTD	January	YTD	January	YTD	January	YTD	January	YTD
Amador	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Center City	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0
Chisago City	1	1	6	6	8	8	0	0	0	0	0	0	0	0	1	1
Chisago Lake	2	2	5	5	0	0	0	0	0	0	0	0	0	0	0	0
Fish Lake	1	1	3	3	1	1	1	1	0	0	0	0	0	0	0	0
Franconia	1	1	3	3	1	1	0	0	0	0	0	0	0	0	0	0
Harris	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0
Lindstrom	0	0	4	4	5	5	0	0	0	0	0	0	0	0	0	0
Nessel	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1
Rush City	0	0	1	1	0	0	1	1	0	0	0	0	0	0	0	0
Rushseba	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Shafer	1	1	0	0	3	3	0	0	0	0	0	0	0	0	0	0
Sunrise	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0
TOTAL:	6	6	25	25	23	23	2	2	0	0	0	0	0	0	2	2
Year to Year Comparison	January	YTD	January	YTD	January	YTD	January	YTD	January	YTD	January	YTD	January	YTD	January	YTD
2021	8	8	24	24	17	17	2	2	3	3	0	0	1	1	10	10
2020	3	3	16	16	26	26	1	1	2	2	0	0	1	1	9	9
2019	5	5	24	24	18	18	0	0	0	0	0	0	0	0	9	9
2018	6	6	6	6	8	8	1	1	0	0	0	0	1	1	3	3

CHISAGO COUNTY
PLANNING COMMISSION OFFICIAL PROCEEDINGS
February 3, 2022 - DRAFT

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, February 3, 2022 at the Chisago County Government Center.

Staff Present: Beth Thorp, Land Services Coordinator and Diane Sander, Support Specialist.

Chair Yeager called the meeting to order and led the assembly in the Pledge of Allegiance. A roll call of Board members was taken. Commission members present: Frank Storm, Jolene Wille, John Sutcliffe, Chip Yeager, Jim McCarthy, Kelly Corbin, and Dave Whitney. Also present: Ex Officio County Commissioner Chris DuBose. A quorum was established with all members present.

Approval of Agenda – Motion by Kelly Corbin to approve the agenda as presented; second by John Sutcliffe. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, Wille and Storm. Nays: None.

Approval of Minutes – Motion by Frank Storm to approve the January 6, 2022 meeting minutes as presented; second by Dave Whitney. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, Wille and Storm. Nays: None. **Motion** by Dave Whitney to approve the January 20, 2022 Work Session meeting minutes as presented; second by Jolene Wille. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, Wille and Storm. Nays: None.

Receive all Materials and Submittals into Record - Motion by Frank Storm to accept all materials and submittals into the record with the addition of three public hearing comments; second by John Sutcliffe. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, Wille and Storm. Nays: None. Materials distributed to the Planning Commission in advance of the meeting for their review included: Staff report with attachments. Copies of all correspondence and meeting materials were made available for the public.

Public Hearings – New Applications

a. Wild Mountain Properties, LLC - Andrew Olson and Mark Olson, officers of Wild Mountain Properties, LLC, are requesting a Conditional Use Permit (CUP) Amendment to increase the number of campsites from 13 up to 30 at the Recreational Camping Area, as well as Amendments to other conditions approved in April 2021. The property is zoned Agricultural (AG) District and located at 16906 Wild Mountain Road, Amador Township, S19, T35, R19, (PID #01.00096.00). Coordinator Thorp provided an overview of the Olson's Amendment application and brief history of the CUP. The original CUP was approved in July 2010 to allow a winery. In April 2018, CUP Amendment #1 was approved to allow a wedding venue and microbrewery in addition to the winery. In April 2021, CUP Amendment #2 was approved to allow recreational camping with a maximum of 13 campsites in conjunction with winery and Rural Retail Tourism activities on-site, such as weddings, dances, gathering, and other social or corporate activities. The microbrewery use had been removed per applicant's correspondence during CUP Amendment #2.

The proposed expanded number of campsites includes 23 single-tent sites (accommodating 4-6 people each), 2 group sites (accommodating 12-16 people each), and 5 "pop-up" / pull behind camper sites (accommodating 4-6 people each). Thorp stated that the campground, as proposed, could accommodate a total of 200 people at full capacity and that the total number of campers/winery guests/customers for all uses would remain at 300.

Expanded campground will include two new shower rooms in the existing winery building, in addition to the existing restrooms. Thorp shared that the County Sanitarian confirmed the existing septic system can accommodate up to 20 campsites, and septic monitoring would be required to increase the number of campsites beyond 20. Four separate parking areas were identified and reviewed. Additional requested amendments to existing conditions included:

2. This CUP shall allow year-round use of the property as a gathering venue with gathering events allowed ~~Friday through Sunday~~ seven days a week from 12:00 p.m. to 11:00 p.m.
3. ~~All gathering events that include music that could potentially cross property boundaries shall be conducted indoors, and building doors shall remain closed during music.~~
4. ~~The maximum attendance at any given event shall be limited to 232 guests. (Note: Maximum number of attendees at events was reduced from 2018 amendment to address potential capacity of campground – 300 – 68 = 232.)~~ The maximum number of customers / guests for all uses combined, including Rural Retail Tourism and Commercial Recreation Area, shall not exceed 300 at any given time.
13. The site is limited to a maximum of ~~13~~ 30 campsites that are comprised of ~~11~~ 23 single tent sites, and two (2) group sites, and five (5) pop-up camper sites. No water or sewer hook-ups shall be permitted. The property owner shall be allowed to increase the number of campsites from 13 to 20 immediately, based on current design of the septic system, and shall only be allowed to increase the number of campsites from 20 to 30 if septic system monitoring is conducted one week prior to July 4 and one week following July 4, including daily water meter readings, and favorable analysis is provided by a certified service provider to the Chisago County Department of Environmental Services.
- ~~14. Recreational Camping shall be primitive sites that would allow for tents only. No recreational vehicles, campers, or trailers shall be allowed.~~
15. Seasonal camping is allowed seven days a week from May 1st ~~to through~~ October 31st ~~with reservations limited to Friday through Sunday.~~
21. ~~More permanent property boundary line marker, signs, or posts shall be placed as a barrier in place of the yellow tape in the vicinity of camp sites 1, 3, 5 and 6 on the site plan.~~

Technical Review was held on January 12, 2022. County Sanitarian commented monitoring will be required by Minnesota Rule 7081 Subsurface Sewage Treatment System Program to increase beyond 20 campsites. County Code Enforcement Officer provided comments on CUP conditions for easier interpretation and enforcement. Amador Township reviewed the proposed CUP Amendment on January 18, 2022 and recommended approval with no conditions.

Andrew Olson and Mark Olson were present and available to address questions and concerns. They commented they have no interest in hosting weddings or large group events and sold the large tent. They would like flexibility to host smaller events during the week. Years ago, they hosted large weddings close to 300 people attending and did not have a problem accommodating parking on site. The winery has been in operation for twelve years and never had a problem with large number of people and haven't had any complaints. The Olsons stated that they would like the winery hours to be Friday 2 pm – 7.9 pm, Saturday Noon to 7.9 pm, and Sunday will stay the same Noon to 6 pm. Planning Commission members asked a variety of questions to clarify music, fire/emergency services, hours of operation, sufficient staffing for additional campers, trash, and parking. Both Mr. Olsons addressed the following questions/concerns: The winery has acoustical music playing, typically 1-2 people playing guitars; some do utilize small amplifiers. Visitors can sit, drink wine, talk, and enjoy the music at the same time. Music volume is low, no large bands have played. Fire extinguishers are located at each campsite entrance, and campers have access to water and phone number to campground staff. The campground allows dogs. The applicants try to place campers away from neighbors (property located immediately west of the subject site) and staff (at least one if not more) are on the property at all times and patrol the campground at night. Occupancy of the campground determines the number of staff

available onsite. Fire department has been to the property for review of emergency situations and access. Several trees have been removed to accommodate fire trucks. Clarification was requested by the Planning Commission of operation of hours for winery and campground.

Chair Yeager opened the public hearing and sought comment. The following were present at the hearing: *Amada Shoquist and Tyler Massey* – 16822 Wild Mountain Road. We have been at our property for two years and excited to have more than 9 acres next to the winery. We love doing things outside with our young daughter and dog. Last year, we reviewed CUP Amendment #2 site map of the campsites. We felt our concerns were not taken seriously. Campers shuffling around looking for kindling and shining flashlights in our backyard. We did not expect campsites to be that close to our property. We hear loud noises from the woods at all hours and never expected the campground to expand. We have a dog and barks at campers, which can be frustrating for us and winery. The applicants have stated campsites near our house are filled last; not buying it. This does not give us peace of mind for our safety. Home is where our dog could run and where we can feel safe and not worry who is in the woods. We want to support small local business but do not want constant worries. We would like a solution that works best for everyone.

Tyler Massey – 16822 Wild Mountain Road. We have had some issue with some campers in our yard, excessive partying. Listen to campers throw up near our bedroom window. We have had campers on our side of the woods. Tried to look a blind eye to it, but wanted it known.

Coordinator Thorp read the following submitted comments:

Adam Flett and Jillian Chmiel – 17145 Wild Mountain Road. We want to affirm our opposition to the proposed Conditional Use Permit changes. We are on record from the original application for camping (April 2021) as being opposed due to many concerns, and urge the Planning Commission to revisit the original concerns raised by other adjacent landowners in the past. It is our belief that more than doubling the capacity and number of days open to camping will have a compounding effect on issues with noise, impacts on local wildlife, and other natural resources, and the County's assertions in the Findings section of the application about impacts on neighbors and the local ecosystem are greatly underestimated. When we purchased our property with hopes of constructing a new home in 2020, we had no indication that 2 years later we'd be potentially building across from a 300 person campground. The amount of people visiting the Winery was limited to weekends. We're now reconsidering our home plans entirely, as the 'neighborhood' went from rural to now potentially having a small city of campers across the street. We urge the Planning Commission and Board to reject this proposed application for expanding camping.

Quinette and Jeff Cook - 16975 Wild Mountain Road. As landowners across from the Winery, we are opposed to additional campsites and the extension of the number of days available to hold gathering events, including camping (from Friday to Sunday, to seven days a week/24 hours a day). Throughout the hearing packet, the term "believes" is used to address impact concerns. We are on record (April 2021) as opposed to the addition of campsites to the winery and feel the time given to determine the impact of these changes was minimal at best (less than one season/year) and therefore does not warrant granting further changes at this time. As with the prior request, we understand that this proposed amendment will have a negative impact on the environment and surrounding neighbors. These include, but are not limited to:

- Increased traffic to the area, not only on the weekend but also weekdays and 24 hours a day
- Increased noise due to traffic, outdoor music, and human activity (sound, light & campfire smoke carries despite the surrounding forestation; this was discussed with our neighbors)
- Increased litter on adjacent/nearby properties
- Increased fire hazard for adjacent/nearby properties. The current single-lane driveway is both entry and exit for the property; if there is an emergency (particularly fire or weather), this poses a substantial threat

- disruption to wildlife
- The inability of owners/attendants to enforce rules and/or control guests
- Trespassing on neighbors' property (particularly the property to the west of the winery/campsites; anything less than the addition of a privacy fence to run that neighbor's border is insufficient and insensitive)
- Loose or uncontrolled pets

Similar to others in the immediate area, we purchased our property intending to build a home. Our motivation was the peace and quiet that this rural setting provided. The Winery (with limited weekend hours) was not viewed as a negative. The addition of more campsites, entertainment, etc. to the property (7 days a week/24 hours a day) changes that viewpoint and impacts our decision to build. At this time, we urge the Planning Commission and Board to reject the proposed Conditional Use Permit Amendment.

Andrew and Amber Grice – 16655 Wild Mountain Road. We live full-time at our property with our closest border being approximately 425 ft away from Wild Mountain Winery. We moved here from the Twin Cities to enjoy rural living, agriculture, wildlife, and a quiet place to raise our family. We appreciate what the winery has provided for the community and want to continue to support our neighbor's. However, we have multiple neighbor's and believe they all deserve our support as credible concerns have been expressed about this expansion and previous experiences. We believe the Rural Retail Tourism Standards were well thought-out to protect and promote the use of the wonderful landscape we have the pleasure of living in. Allowed uses include activities that are "small-scale" and "low-impact". However, a hospitality operation that includes 30 campsites, winery, music venue, serves food and alcohol, operates year-round, 24/7, and accommodates 300 guests is not "small-scale" or "low-impact" and should be processed as a major commercial conditional use. In our experience, we have been negatively impacted by noise from the winery. However, we found this acceptable as operations were limited to weekends and we were able to have reprieve during the weekdays. Having no break in action in a residential area is unreasonable, does not meet the terms of "small-scale" and "low-impact" and could impact surrounding property owners' ability to enjoy our property as intended. We also have safety concerns related to additional traffic with kids playing nearby, no turning lanes, and frequent visitors. We believe the County has a responsibility to uphold these standards and consider the input of nearby properties. Thank you for considering our input.

With no additional person wishing to speak, ***motion*** by Frank Storm to close the public hearing; second by Dave Whitney. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, Wille and Storm. Nays: None.

Planning Commission members indicated the hours of the winery and campground need to be clarified. Jim McCarthy did not support repetitive amendments and the scale of campground, suggesting that the applicants need to identify the full impact/use of property instead of getting more and more with each Amendment. Jim McCarthy expressed concerns over the ability of the 15-acre subject site being able to support 30 campsites, commenting that 30 campsites with 300 people seems too large and not small-scale or low-impact. He added the Planning Commission has denied other requests for campgrounds and this application is asking for more campsites than the denied applications. Concerns were raised with how much of an issue there has been with dogs and noise. Dave Whitney indicated he would not want people in his backyard with flashlights, it would be unsettling and scary. Kelly Corbin had concerns with the campground more than doubling in less than a year with limited time to assess impact with the addition of the gathering venues increasing to year round from Noon to 11 pm. Planning Commission held discussion on possible elimination of campsites 1, 3, 5, 7 and 9, as illustrated on the applicant's site plan, located near the western property boundary, or possible increase of barrier near property line, which could be additional trees and/or a privacy fence. Commissioners suggested that this could help address flashlights or campers crossing the property boundary, but will have little impact on noise. Concerns with higher occupancy could be addressed with limiting capacity or limiting camping to

weekends, or establishing the number of staff and monitoring required on the property. Frank Storm reviewed current and requested amended conditions and suggested edits and clarification of winery/campground operation of hours. **Motion** by Frank Storm, second by Jim McCarthy to recommend that the County Board extend the review period in order to allow staff time to review and address Planning Commission concerns and develop recommendations/conditions for review at the Planning Commission's next meeting on the following matters: concerns on year round use, the possibility of increased staffing and monitoring of campground, the possibility of removing or relocating campsites located adjacent to the western property boundary, the possibility of increasing the barrier and/or fencing located along the western property boundary, and clarification on operation of hours for winery and campground. Staff was also directed to verify if there are any documented complaints on file with the Department of Environmental Services. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, Wille and Storm. Nays: None.

Public Hearings – Continued Hearings - None

Old Business

a. **Jason Klar** – Coordinator Thorp provided a brief update on Mr. Klar's request for a Conditional Use Permit (CUP) for Major Home Occupation to conduct educational classes for permit to carry a pistol. The property is located at 47311 Government Road, Sunrise Township, S2, T36, R21 (PID# 09.00485.02). Coordinator Thorp indicated a public comment was received via email to a newly created email address listed on the County website. Staff was unaware of the email account and had not been monitoring email activity. The public comment was received prior to the public hearing; therefore, staff will present the email submission at the next Planning Commission meeting. Thorp shared that the County Board approved a 60-day extension to the review period, expiring on March 24, 2022. The extension will allow further review by the Planning Commission on noise at another site visit. Coordinator Thorp reviewed correspondence from Assistant County Attorney Jeff Fuge regarding public hearing status and requirements. Staff raised concerns on the method used to analyze noise produced by live fire, explaining that the Department of Environmental Services does not have the necessary equipment. Thorp shared that staff had located a decibel reader but it appeared to have not been calibrated since 2019, and that noise analysis apps for cell phones may be an option. Thorp stated that she had reached out to Minnesota Pollution Control Agency (MPCA) for guidance but had not received a response prior to the meeting. Staff has concerns on reliability and accuracy of cell phone apps. County Commissioner DuBose clarified that the County Board would like the Planning Commission to position themselves near neighbors' houses while the applicant fires his pistol, using their own ears to determine noise level near the property boundaries. DuBose explained that a similar noise analysis had been conducted in the past with a similar land use application. Discussion was held on analysis, decibel levels, the possibility of hiring a third-party professional, winter vs. summer noise level difference, decibel level and duration. Coordinator Thorp summarized that the Planning Commission will conduct a site visit to Jason Klar's property on March 1, 2022 and Mr. Klar will operate a firearm that is utilized for his educational classes for Planning Commission members to hear twelve rounds from two sites, one on each side of the property.

b. **Commercial Shooting Range Ordinance** – Coordinator Thorp informed the Commission that the County Board reviewed the draft Commercial Shooting Range Ordinance at its January 19th meeting and directed the Planning Commission to schedule a public hearing on March 3rd concerning the ordinance amendment. Thorp added that the County Board amended Section 7.32 Indoor/Outdoor Commercial Shooting Range B.2. Shotgun Minimum acreage: ~~40~~ 160 acres. **Motion** by Frank Storm to set the public hearing date for review of the draft Commercial Shooting Range Ordinance for March 3, 2022; second by Dave Whitney. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, Wille and Storm. Nays: None.

New Business - None

Communications and Reports

a. **County Board Liaison Report / Update** - County Commissioner DuBose reported the following:

- County Commissioner Mike Robinson passed away and County Board designated February 2nd as Mike Robinson Day.
- The County Board appointed a couple representatives for the Water Plan Policy Team, replaced squad cars, and hired County Recorder.
- The County Board approved an agreement with City of Shafer for the County to conduct Building Plan Reviews, Building Code Inspections, Septic Plan Review and Septic Inspections Services.
- The County Board approved the Preliminary Plat of DJ's Dream and extended the review period for the Klar CUP.
- The County Board accepted a 2021 County Conservation Award for the Lower St. Croix Watershed Partnership for One Watershed One Plan and reviewed Comfort Lake Forest Lake Watershed District presentation.
- The County Board approved 2022 Teamsters contract.

General discussion followed on redistricting, noise analysis conducted from a previous CUP application, City of Lindstrom's new ADU ordinance, accessory structures, and remote attendance/electronic meeting format.

Miscellaneous - None

Adjourn Meeting – Motion by Frank Storm to adjourn the meeting. Motion was withdrawn. **Motion** by Frank Storm to cancel the February 17, 2022 Special Work Session; second by Dave Whitney. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, Wille and Storm. Nays: None. **Motion** by Frank Storm to adjourn the meeting; second by Dave Whitney. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, Wille and Storm. Nays: None. The meeting was adjourned at 8:40 p.m.



Chisago County Request For Board Action

Meeting Date: February 16, 2021	Item Number: 16
Title of Item for Consideration: Shaun Fiedler Rezoning Request 60-Day Extension	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning
Previous Action on this Matter: None.	
<p>Background: Property owner Shaun Fiedler has applied to Rezone an existing Rural Residential property from RR1 to AG – Agricultural. The subject property is located at 2574 Crest Way, Nessel Township, PID#06.00518.00.</p> <p>The application for Rezoning was submitted on February 2, 2022 and deemed complete February 4, 2022. The mandated 60-day review period expires on April 5, 2022; however, given the date the application was received, the public hearing won't be held until the regular Planning Commission meeting of April 7, 2022. In consideration of the 60-day agency action law and to allow the rezoning application to follow the normal course regular meeting schedule Staff is requesting that the County Board formally extend the review period an additional 60 days in order to allow for required due process. The extended review period would expire on June 4, 2022 but action on the request could occur as early as April 20, 2022.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> • Planning Administrative Application Form 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the staff recommendation to extend consideration of the Shaun Fiedler Rezoning application and to direct Staff to notify the applicant accordingly. The suggested motion to approve this action is as follows:</p> <p><i>“Move to extend the time for acting on the Shaun Fielder Rezoning Application at 2574 Crest Way, Nessel Township, PID#06.00518.00 for a period not to exceed 60 days so as to allow Planning Commission public hearing and review on April 7, 2022, and County Board action as early as April 20, 2022 and no later than May 18, 2022 in accordance with the regular meeting schedule of the respective bodies; and direct staff to issue written notification of the extension authorized by this motion and that such written notification state that the extension is made to allow for regular meeting conduct and public hearing docket scheduling; and to allow the Planning Commission to consider the application in that time frame with and make a recommendation to the County Board for determination.</i></p>	
<p>Implications of Action: Recommended Board action of the Planning Commission delays consideration of the Rezoning request until on or before May 18, 2022. Alternatively, special meetings of the Planning Commission and/or Board would be required to facilitate the initial application date and 60-day consideration timeline.</p>	
<p>Budget/Financial Implications: None.</p>	
<p>Legal/Policy Implications: The recommended Board consideration and action(s) are in conformity with generally accepted practices, procedures and interpretations of applicable state statutes and County ordinances and policies. Conditions placed on the CUP must be satisfied and cannot be modified, removed, expanded, or revoked without due process.</p>	

<i>Administrator's Recommendation</i>			
Approve <u><i>Yes</i></u>	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Permit #

2022-106

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee 974-

Base Fee \$525-

Wetland or Septic Fee

Plat Compliance Fee

TOTAL FEE \$571-

Street Location

2574 Crest Way

Tax Parcel #

06.00518.00

Legal Description

Port of Gov Lot 2 Sec 23 Twp 37 R 22

Property Owner

Shawn Fiedler

Day Phone

[REDACTED]

Mailing Address

1850 397th Ave NE Stanchfield, MN 55080

Email Address

[REDACTED]

Applicant (if different than owner)

Day Phone

()

Mailing Address

S23, T37, R22

Email Address

Type of Request:

Variance

☐

Preliminary Plat

☐

Administrative Appeal

☐

Administrative Permit

☐

Conditional Use Permit

(or amendment to CUP)

☐

Ordinance Amendment

☐

Interim Use Permit

(or amendment to IUP)

☐

Rezoning

☒

Applicable section of ordinance:

Description of request:

Request to Rezone From R1 to ag Residential

to Preserve the Natural Shoreland and Property for the future. Much of the Property

If Variance application, provide a brief description of practical difficulty:

is wetland; also is adjacent to ag residential land. It would fit with that land classification better. I am a farmer in the area. Have been actively farming for 25 years with my family.

Signature of Applicant

Date of Application

I hereby certify that the above information is true and correct to the best of my knowledge, and that any knowingly false representations may invalidate any approvals. With my signature, I also grant permission to Chisago County Officials to enter upon the subject property for the purpose of such inspections as may be necessary.

BT FEB 02 2022

Date Received at Front Counter

APRIL 5, 2022

60 - Day Review

Date of Public Hearing:

APRIL 7, 2022

BT FEB 04 2022

DATE DEEMED COMPLETE

TOWNSHIP PRESENTATION FORM

Street Location 25741 Crestway

Legal Description Part of 600 lot 2 Sec 23 Twp 37 R 22

Owner Name Shawn Freiller Day Phone: [REDACTED]

Address: 1850 397th Ave NE Steadfield, MN 55080

Applicant : _____ Day Phone: () _____
(if other than owner)

Address: _____

Type of Request: Variance ☐ Preliminary Plat ☐

Administrative Appeal ☐ Administrative Permit ☐

Conditional Use Permit ☐ Rezoning ☒
(or amendment to CUP)

Interim Use Permit ☐ Ordinance Amendment ☐

Description of Request: would request to change zoning from R1 to ag residential
like the adjacent parcel. I have farmed to 25 years with my family. would like to
keep the shore line + property more natural for a long long time

Date of County Public Hearing: _____

Date of Township Presentation: _____

TOWNSHIP ACTION TAKEN

Recommend Approval ☐ Recommend Denial ☐

Recommended Conditions: _____

Signature of Township Officers: _____

Shawn Freiller

Signature of Applicant

2/2/22

Date

SCHEDULE OF REQUIRED MEETINGS

Zoning Department will fill out this form for you at the time of your application

To the applicant:

It will be necessary for you to attend several meetings in conjunction with your application. The meetings will be held at the places and times listed below. If you have questions or schedule conflicts, contact the Land Services Coordinator at 651-213-8379.

CUP-IUP / PRELIMINARY PLAT / VARIANCE TECHNICAL REVIEW COMMITTEE MEETING

(You only need attend this meeting if deemed necessary by Staff and noted in the space immediately below.
If you are asked to attend, you'll receive an itemized agenda prior to your meeting.)

DATE: MARCH 9, 2022 Time: 8:30 AM

LOCATION: Small conference room, Department of Environmental Services

~~NESSEL~~ TOWNSHIP BOARD MEETING

TOWNSHIP HALL LOCATION: _____

DATE: MARCH 8, 2022 Time: 7:00 PM

BOARD OF ADJUSTMENT and APPEALS MEETING OR

PLANNING COMMISSION MEETING

DATE: APRIL 7, 2022 TIME: 7:00 PM

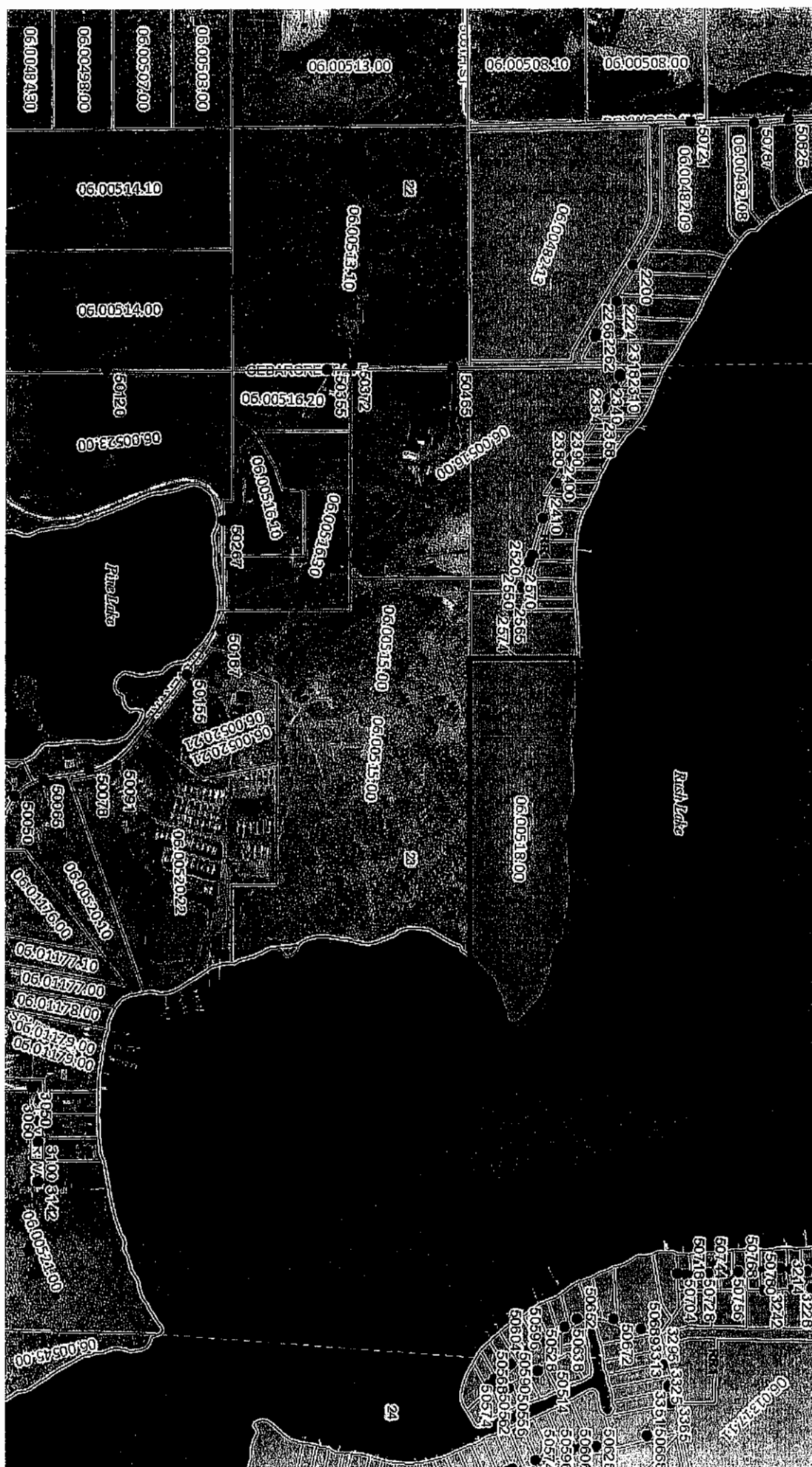
LOCATION: County Board Room, Room 172, Chisago County Government Center, Center City, MN

COUNTY BOARD OF COMMISSIONERS MEETING

(Not applicable to Variance Applications or Appeals. For all other applicants, attendance at this meeting is optional.)

DATE: APRIL 20, 2022 TIME: 6:30 PM

LOCATION: County Board Room, Room 172, Chisago County Government Center, Center City, MN



Chisago County Request For Board Action

Meeting Date: February 16, 2022	Item Number: 17
Title of Item for Consideration: Wild Mountain Properties Conditional Use Permit Amendment(s) and Recreational Camping Expansion	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning - on behalf of the Chisago County Planning Commission
<p>Previous Action on this Matter: In 2010, the property was approved for a CUP to operate a winery known as Wild Mountain Winery; in 2018 an amendment was approved to allow for a gathering venue and microbrewery; and in April 2021 an amendment was approved adjusting permit conditions and uses and allowing 13 recreational campsites.</p>	
<p>Background: Andrew and Mark Olson of Wild Mountain Properties, LLC are requesting Amendments to conditions on an existing Rural Retail Tourism/Commercial Recreation Conditional Use Permit and to increase the number of Recreational Camping sites from 13 to 30. The subject property is located at 16906 Wild Mountain Road, Amador Township, PID#01.00096.00.</p> <p>At their meeting of February 3, 2022, the Planning Commission conducted the requisite public hearing and voted 7-0 to recommend extending the review period an additional 60 days. The Commission expressed a need to allow staff time to address several concerns identified by the Commission and develop additional recommendations / conditions of approval. Areas of Commission consideration included: hours of operation for each use, increased staffing / monitoring of the campground, potential of removing campsites 1, 3, 5, 7 and 9, installation of privacy fencing along the western property boundary, and confirming whether any complaints have been received regarding the subject site.</p> <p>The current review period expires on February 28, 2022 and if extended would expire on April 28, 2022 allowing further Planning Commission consideration and Board consideration at the regular meeting dates of April 7th and April 20th respectively.</p> <p>Pursuant to Minnesota Statute, the current 60-day agency action deadline is February 28, 2022. Among the options for the County Board at tonight's meeting are the following:</p> <ol style="list-style-type: none"> 1. Adopt the Recommendation of the Planning Commission and extend the time for acting on the application. The County Board may consider extending the initial 60-day period (up to a total of 120 days), if, before the end of the initial 60-day period, it gives written notice of the extension to the applicant. The notification must state the reasons for the extension and its anticipated length, which may not exceed 60 days unless approved by the applicant. Any motion to extend this time period should include, at a minimum, direction to staff to prepare a written notification of the County Board's action "to take up to an additional 60 days to further review the record and make a decision on this application." 2. Approve the CUP amendment, as outlined in the Staff Analysis and Report, with the Findings and Conditions resolution as presented; 3. Approve the CUP amendment request, generally as outlined in the Staff Analysis and Report, but with modified Conditions and Resolution of Approval as determined and approved by the County Board at tonight's meeting (to be codified as part of the formal CUP approval); 4. The County Board may deny the CUP amendment request for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to 	

deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 60-day period (or 120-day period if extended).

Additionally, State Statute directs (but does not mandate) that written reasons for denial be provided to the applicant prior to the end of the initial 60-day period (or 120-day period if extended) and be consistent with the reasons stated in the record at the time of denial.

Typically, such written reasons are prepared and adopted by the body as part of its denial, or at the next scheduled meeting.

Attachment(s):

- Planning Commission Presentation
- Planning Commission Staff Report & Hearing Packet
- Planning Commission Minutes (draft)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the February 3, 2022 Chisago County Planning Commission recommendation to extend consideration of the Wild Mountain Winery Conditional Use Permit Recreational Camping Amendment(s) application and to direct Staff to notify the applicant accordingly. The suggested motion to approve this action is as follows:

“Move to extend the time for acting on the Wild Mountain Properties Conditional Use Permit Amendment application at 16906 Wild Mountain Road, Amador Township, PID#01.00096.00 for a period not to exceed 60 days so as to allow further Planning Commission review on April 7, 2022, and County Board action on April 20, 2022; and direct staff to issue written notification of the extension authorized by this motion and that such written notification state that the extension is made to allow for evaluation and review of the identified concerns and develop additional recommendations as requested by the Planning Commission; and to allow the Planning Commission to consider the application in that time frame with the additional information and make a recommendation to the County Board for determination.”

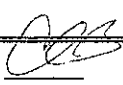
Implications of Action: Recommended Board action of the Planning Commission delays consideration of the Conditional Use Permit amendment request until on or before April 20, 2022.

Alternatively, the County Board may elect to further discuss the staff report and record materials presented by the applicant and approve or deny the request with adjusted findings and/or conditions as determined at the meeting.

Budget/Financial Implications: None.

Legal/Policy Implications: The recommended Board consideration and action(s) are in conformity with generally accepted practices, procedures and interpretations of applicable state statutes and County ordinances and policies. Conditions placed on the CUP must be satisfied and cannot be modified, removed, expanded, or revoked without due process.

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By: _____

Seconded by: _____

To: _____

Action on Motion:

Aye _____

Nay _____

Abstain _____


Amendment to Conditional Use Permit for Rural Retail Tourism and Commercial Recreation Area

Wild Mountain Properties, LLC (Mark Olson and Andrew Olson)

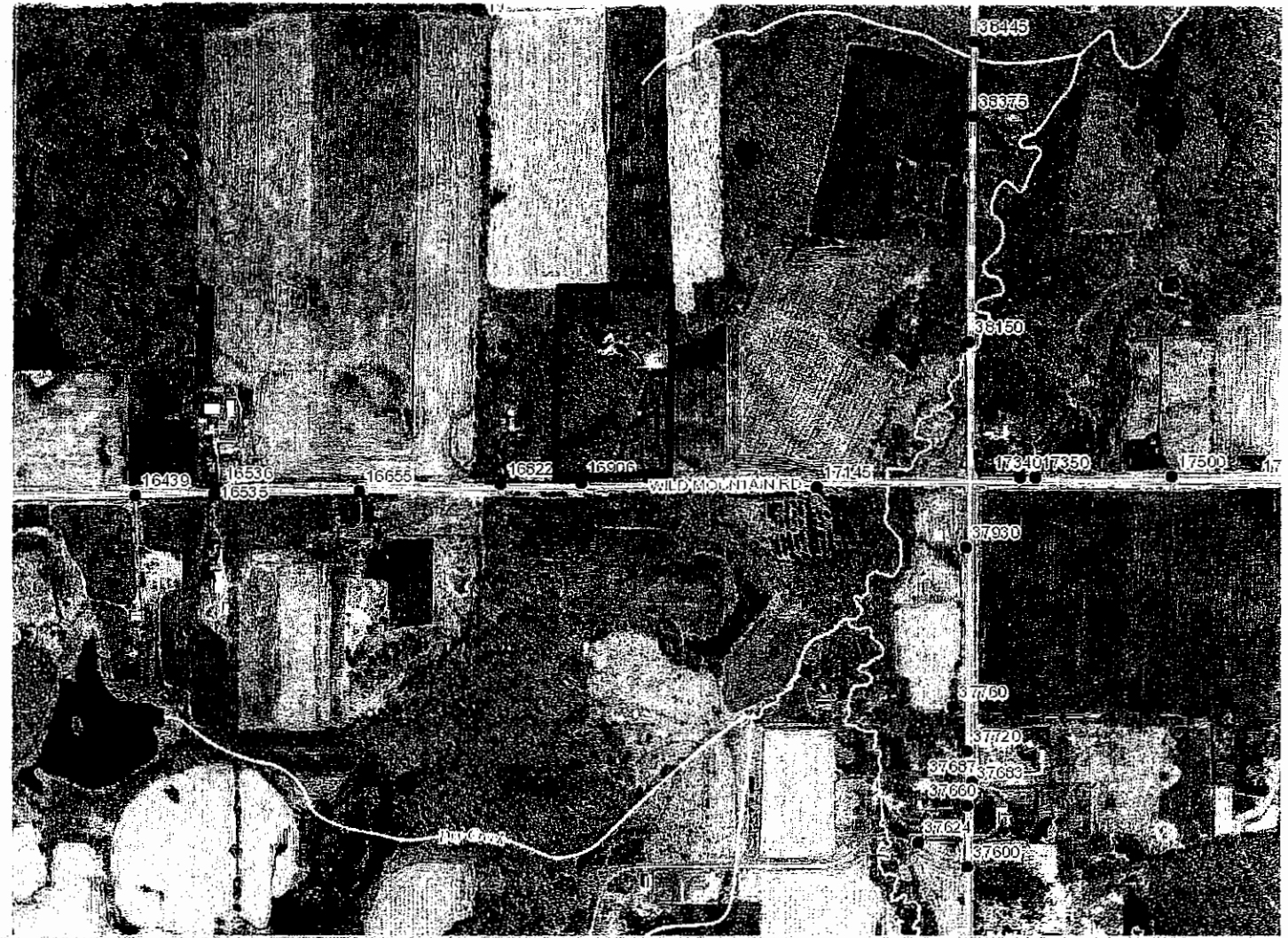
PID 01.00096.00

16906 Wild Mountain Road / CSAH 16

Amador Township




Subject Site and Surrounding Area



History of Conditional Use Permit:

- Original Conditional Use Permit granted in **July 2010** to allow a winery (now classified as Rural Retail Tourism)
- Conditional Use Permit Amendment #1 granted in **April 2018** to allow wedding venue and microbrewery (Rural Retail Tourism)
- Conditional Use Permit Amendment #2 granted in **April 2021** to allow recreational camping in addition to previously approved uses (Rural Retail Tourism and Commercial Recreation Area)
- Conditional Use Permit Amendment #3 currently under consideration

Proposed Conditional Use Permit Amendment:

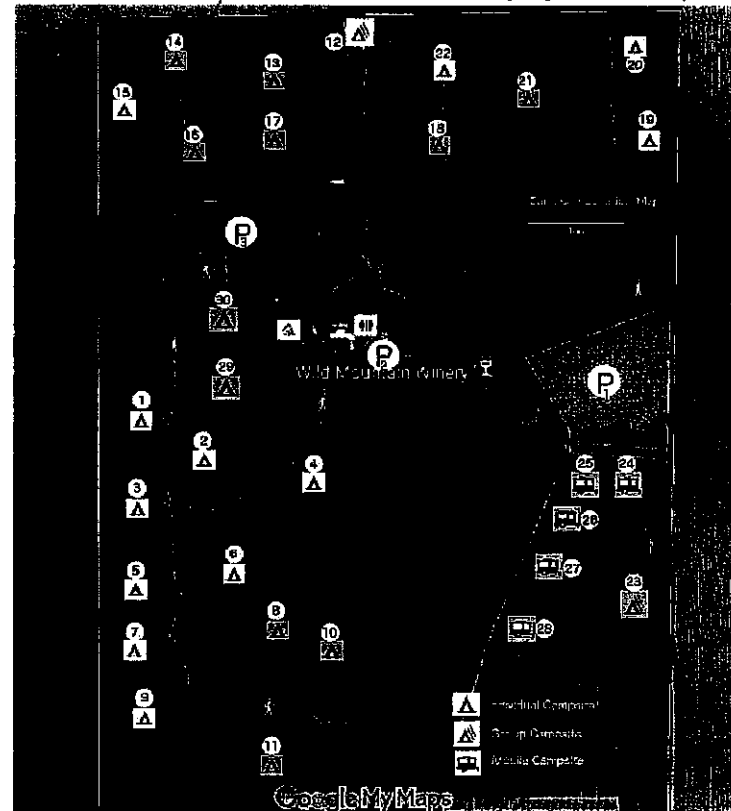
- Increase the number of campsites from 13 up to 30
 - Amendments to other conditions previously approved
- 

Site Plan

Proposed Sites Map - New sites in Yellow.

Southern property boundary is 620'
West boundary 1030'
North boundary 612'
East boundary 1033'

Northeast corner of house to north boundary 220'
Southeast corner of house to east boundary 230'
Northwest corner of winery bldg to west boundary 230'
Southwest corner of winery bldg to south boundary 665'



= Existing Campsites

Yellow = Proposed Campsites

P1-P4 = Parking Areas

No proposed campsite is closer to a property boundary than the existing campsites.

Proposed Campsite Details:

23 Single-Tent Sites

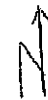
- 30' x 30' in size
- accommodates 4-6 people
(23 sites x 6 people = 138 people)
- wood chip base, fire ring, and picnic tables at some sites

2 Group Sites

- 50' x 50' in size – lower vineyard
- 50' x 80' in size – upper vineyard
- accommodates 12-16 people
(2 sites x 16 people = 32 people)
- grass base with fire ring and picnic tables

5 "Pop-Up" Sites

- 45' x 45' in size
- single camper / trailer
- accommodates 4-6 people
(5 sites x 6 people = 30 people)
- electric hook-ups, fire rings, and picnic tables by request
- NO water or sewer hook-ups



Other Requested Amendments:

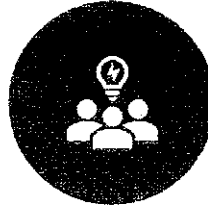
2. This CUP shall allow year-round use of the property as a gathering venue with gathering events allowed ~~Friday through Sunday~~ seven days a week from 12:00 p.m. to 11:00 p.m.
3. ~~All gathering events that include music that could potentially cross property boundaries shall be conducted indoors, and building doors shall remain closed during music.~~
The property owner verbally shared with staff that music is currently played outdoors and the property owner believes there have been no negative impacts to adjacent property owners.
4. ~~The maximum attendance at any given event shall be limited to 232 guests. (Note: Maximum number of attendees at events was reduced from 2018 amendment to address potential capacity of campground — 300-68 = 232.)~~ The maximum number of customers / guests for all uses combined, including Rural Retail Tourism and Commercial Recreation Area, shall not exceed 300 at any given time.
As explained above, staff is concerned with the ability to monitor and enforce the maximum capacity of 300 for all uses at all times. The Planning Commission may wish to discuss with the property owner how capacity will be monitored and regulated.
13. The site is limited to a maximum of ~~13~~ 30 campsites that are comprised of ~~11~~ 23 single tent sites, ~~and two (2) group sites, and five (5) pop-up camper sites.~~ No water or sewer hook-ups shall be permitted. The property owner shall be allowed to increase the number of campsites from 13 to 20 immediately, based on current design of the septic system, and shall only be allowed to increase the number of campsites from 20 to 30 if septic system monitoring is conducted one week prior to July 4 and one week following July 4, including daily water meter readings, and favorable analysis is provided by a certified service provider to the Chisago County Department of Environmental Services.
While the focus of the property owner's ability to accommodate additional campsites has been the septic system, the Planning Commission may wish to discuss with the property owner the ability of the subject site to accommodate 200 campers (at full capacity) in addition to potential Rural Retail Tourism (winery and gathering venue) activity.
14. ~~Recreational Camping shall be primitive sites that would allow for tents only. No recreational vehicles, campers, or trailers shall be allowed.~~
15. Seasonal camping is allowed seven days a week from May 1st ~~to through~~ October 31st ~~with reservations limited to Friday through Sunday.~~
21. ~~More permanent property boundary line marker, signs, or posts shall be placed as a barrier in place of the yellow tape in the vicinity of camp sites 1, 3, 5 and 6 on the site plan.~~

Review Process



TECHNICAL REVIEW PANEL JANUARY 12, 2022

COMMENTS / IDENTIFIED CONCERNS:
-REQUIRED MONITORING OF SEPTIC
SYSTEM TO INCREASE BEYOND 20 SITES
-CLARIFICATION OF HOURS OF OPERATION
FOR EACH USE
-MUSIC: LOCATION AND VOLUME



AMADOR TOWN BOARD REVIEW JANUARY 18, 2022

RECOMMENDED APPROVAL WITH NO CONDITIONS



60-DAY REVIEW PERIOD

EXPIRES FEBRUARY 28, 2022

Proposed Findings 1-4

Per Zoning Ordinance
Section 8.04 C.

Finding #1

The proposed CUP Amendment is consistent with the Chisago County Comprehensive Plan and development policies. The Comprehensive Plan provides several references to the County's intention to continue to allow and be supportive of the proposed land uses:

- To identify and protect the quality of visitor's experience of prime scenic features, areas of exceptional rural ambience, important historic sites and their surrounding settings and prime areas of flora study and wildlife viewing and public opens spaces to low-impact recreation (p 2-43)
- To develop in such a manner as to cause the least disturbance to woodland ecosystems (p 2-43)
- To protect natural resources, balance the demand for recreation with the need for conservation, offer recreation opportunities that encourage healthy lifestyles and provide clean, safe and accessible places for leisure time activities (p 4-6)
- To promote farm, commercial recreation, and rural retail tourism businesses as a method to bring dollars into the Chisago County economy (p 5-18)
- To promote natural amenities in the County as assets to economic development and business opportunity (p 6-22)
- To acknowledge tourism's economic value and the contribution of this industry to both the diversity of the County economic base and the potential for growth (p 6-22)
- To promote tourism and commercial recreation as expanding opportunities for employment and tax base (p 6-22)

Finding #2

The County finds that the proposed Rural Retail Tourism and Commercial Recreation Area uses will not create any demand on existing parks, schools, streets, or other public facilities or utilities which serve the subject site.

Finding #3

Given the heavy forestation on the subject property, the large size of most of the neighboring parcels and the relative lack of development in the immediate area, the County finds that the subject site is sufficiently separated by distance and screening from adjacent development, so as to not cause undue negative impact, nor deter future development. Thirteen of the campsites are located in a heavily forested area, offering screening from the adjacent property / property owner, and all other campsites are located in the northern and southern vineyard areas and are generally adjacent to undeveloped agricultural land.

Finding #4

The proposed Rural Retail Tourism use (winery and gathering venue) is conducted within a structure found to have no adverse appearance effect on adjacent properties. The proposed Commercial Recreation Area use (Recreational Camping Area) is largely screened by forestation or distance from the western and southern property boundaries. Those campsites located adjacent to the northern and eastern property boundaries are situated adjacent to agricultural land.

Proposed Findings 5-8

Per Zoning Ordinance Section 8.04 C.

Finding #5

The County finds that the Chisago County Zoning Ordinance allows Rural Retail Tourism and Commercial Recreation Area as Conditional Uses in the AG District. In addition, Sections 4.15 and 7.21 of the Chisago County Zoning Ordinance specifically encourage the development of Rural Retail Tourism and Commercial Recreation Areas, with the following specific goals:

- Preserve and celebrate Chisago County's archaeological properties, rural and agricultural heritage, and historical landscapes.
- To recognize Chisago County's scenic features, exceptional rural ambience, historic sites as desirable local amenities which will draw outside revenue from visitors, that is vital to the local economy.
- Enhance Chisago County's appeal to visitors who are drawn to its rural atmosphere.
- Provide opportunities for new economic growth through Rural Retail Tourism businesses.
- Assist the County's citizens in the transition from primarily agricultural land uses, to an expanded variety of rural business opportunities as active family farming continues to diminish in Chisago County.
- The purpose is to provide for areas to be used for recreational camping which will not detract from surrounding land uses or natural resources and provide for the health and safety of the public using these areas.

Finding #6

See Finding #5.

Finding #7

It is anticipated that there will be an increase in traffic on Wile Mountain Road / CSAH 16 as guests arrive and depart from the Rural Retail Tourism (winery and gathering venue) and Commercial Recreation Area (campground) uses. However, the County Engineer was given the opportunity to review the proposed use and did not request any additional roadway improvements (i.e. turn lanes). Further, the County Engineer did not note that traffic levels, hazard or congestion were matters of concern with this application.

Finding #8

Of the adverse impacts identified in Factor #8, the County believes that noise associated with the Rural Retail Tourism (winery and gathering venue) and Commercial Recreation Area (campground) may be a concern to nearby properties / property owners. The property immediately west, which is a 9½-acre property developed with a single family home, is the most likely to experience any impacts that may be generated by the intensification of use at the subject site. However, the majority of campsites located near the western property boundary are situated in a heavily forested area as is the single family home on the neighboring property. It is believed that the forestation will provide a visual and sound buffer. To address noise concerns, the County is requiring, as a condition of this CUP, the observance of quiet hours from 11:00 p.m. to 7 a.m.

Staff Recommendation

Although staff has expressed caution with the overall potential increase in number of campers (estimated capacity increase of 68 to 200) and the property owner's / County's ability to monitor and enforce the overall maximum number of customers / guests at 300, staff believes that the proposed Rural Retail Tourism and Commercial Recreation Area uses comply with and are consistent with the intent of the County's Zoning Ordinance and Comprehensive Plan. To be clear, the property owner is not proposing an increase to the overall capacity of the subject site, but there may be greater impact to the northern and eastern property boundaries with the installation of new campsites in these areas.

Ultimately, staff recommends approval of the CUP Amendment with conditions and has prepared a resolution for the Commission's consideration. The proposed conditions incorporate the property owner's desired Amendments as well as additional staff proposed adjustments in an effort to cleanly incorporate all approved land uses, provide clarification, and provide measures for reducing potential impacts to adjacent properties / property owners.

For clarification purposes, the property owner's proposed Amendments are shown in red; staff's proposed adjustments and/or updates are shown in blue; and, those conditions with no proposed Amendments or adjustments are shown in black.

1. This Conditional Use Permit amends the Conditional Use Permits granted by the Chisago County Board of Commissioners on July 21, 2010 (original CUP), April 18, 2018 (Amendment #1) and April 21, 2021 (Amendment #2) granting approval of Rural Retail Tourism and Commercial Recreation Area uses in the AG District. The specific uses allowed under this CUP include a winery and gathering venue (to include specific uses such as wine tastings, weddings, dances, general gatherings, and other social or corporate activities) and a Recreational Camping Area. This CUP does not include approval of a Microbrewery, as had been approved in 2018. The conditions contained in this CUP supersede all previously approved conditions on the dates provided above.
2. The property shall be developed and used in accordance with the site plan and written narrative stamp dated received January 25, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
3. This CUP shall allow year-round use of the property for Rural Retail Tourism purposes (winery and gathering venue) seven days a week from 12:00 p.m. to 11:00 p.m.
4. Any toxic substances generated from the Rural Retail Tourism use (winery) must be handled in accordance with MPCA standards.
5. The property is limited to a maximum of 30 campsites, including 23 single tent sites, two (2) group sites, and five (5) pop-up camper sites. No water or sewer hook-ups shall be permitted. The property owner shall be allowed to increase the current number of campsites from 13 to 20 immediately, based on current design of the septic system, and shall only be allowed to increase the number of campsites from 20 to 30 if septic system monitoring is conducted one week prior to July 4 and one week following July 4, including daily water meter readings, and favorable analysis is provided by a certified service provider to the Chisago County Department of Environmental Services.
6. This CUP shall allow seasonal camping, as a Commercial Recreation Area, May 1st through October 31st.
7. Campsites along the north and east property lines shall not be located closer than 20 feet to the property line. Further, the Commercial Recreation Area is subject to all Minnesota Department of Health setback, spacing and size requirements. When the County's setback requirements are more restrictive than the State's, the County's setbacks shall supersede.
8. The Commercial Recreation Area (campground) must adhere to the strict observance of quiet hours from 11:00 pm to 7:00 am.

Recommended Conditions of Approval Nos. 1-8

For clarification purposes, the property owner's proposed Amendments are shown in red; staff's proposed adjustments and/or updates are shown in blue; and, those conditions with no proposed Amendments or adjustments are shown in black.

9. The "Wild Vines Campground Policies", stamp dated received January 25, 2022 or as amended from time to time and provided to Chisago County Department of Environmental Services, shall be made a condition of approval. Said amended Policies shall remain sufficiently consistent as or more restrictive than the January 25, 2022 Policies.
10. The property owner shall install and continuously maintain in good repair permanent property boundary identification, such as permanent fencing and signage, between all campsites located adjacent to the western property boundary (identified on the site plan as campsite nos. 15, 1, 3, 5, 7 and 9) and the western property boundary itself. Additionally, the property owner shall install and continuously maintain in good repair permanent property boundary identification, such as fencing or landscaping, between all campsites located adjacent to the northern and eastern property boundaries (identified on the site plan as campsite nos. 14, 12, 20, 19, 24 and 23) and the northern and eastern property boundaries themselves.
11. All utilities for the Recreational Camping Area must be located underground and there shall be no overhead wires or supporting poles except those essential for lighting purposes.
12. Noise generated from any Rural Retail Tourism and/or Commercial Recreation Area use, including the playing of music, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries.
13. The maximum number of customers / guests for all uses combined, including Rural Retail Tourism and Commercial Recreation Area, shall not exceed 300 at any given time.
14. All parking shall be accommodated on-site, with supervised management of ingress and egress traffic to eliminate conflicts in traffic flow.

Recommended Conditions of Approval Nos. 9-14

For clarification purposes, the property owner's proposed Amendments are shown in red; staff's proposed adjustments and/or updates are shown in blue; and, those conditions with no proposed Amendments or adjustments are shown in black.

15. Permittee shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.
16. All food preparation and/or sales shall comply with all applicable Minnesota Department of Health regulations.
17. All liquor service shall comply with all applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
18. Signage shall be permitted and installed in accordance with Chisago County Zoning Ordinance Section 4.14.
19. The property and the uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
20. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
21. The property owner must notify the Chisago County Department of Environmental Services annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval.

Recommended Conditions of Approval Nos. 15-21

Options + Action Requested

OPTIONS:

Recommend that the County Board approve the Conditional Use Permit Amendment with Findings of Fact and conditions presented or amended.

Should the Planning Commission determine that the proposed Conditional Use Permit Amendment does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board deny the Conditional Use Permit Amendment based on factors deemed appropriate.

Note: If the Commission considers this option, specific factor(s) for denial should be included in said motion or resolution. Potential factors may include but are not limited to:

The Applicant has not provided application materials with the level of detail necessary to thoroughly and satisfactorily review the cumulative impacts of all proposed land uses.

The Applicant has not provided sufficient detail on land uses/activities or layout necessary to properly assess site functionality, adequate spacing/layout/parking, and scope of operations between the multiple land uses in order to ensure intensification of land uses can be supported on-site in a safe and efficient manner.

The Applicant has not demonstrated or provided satisfactory mitigating steps to address adverse impacts to adjacent properties / property owners.

Recommend that the County Board extend the review period an additional 60 days to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The current 60-day review period expires on February 28, 2022.

ACTION REQUESTED:

Motion to adopt Resolution No. PC2022-0201, a resolution recommending approval of an Amendment to a Conditional Use Permit allowing Rural Retail Tourism and Commercial Recreation Area, with Findings of Fact and conditions as presented or amended.



Staff Report

TO: Planning Commission
 FROM: Beth Thorp, Land Services Coordinator
 SUBJECT: Amendment to Conditional Use Permit for Rural Retail Tourism and Commercial Recreation Area
 16906 Wild Mountain Road / CSAH 16, Amador Township
 DATE: February 3, 2022

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider an Amendment to a Conditional Use Permit (CUP) allowing Rural Retail Tourism (winery and gathering venue) and Commercial Recreation Area (Recreational Camping Area) in the Agricultural (AG) District. The property owner is requesting the Amendment in order to increase the number of recreational campsites from 13 up to 30 as well as Amendments to other conditions previously approved.

SITE & APPLICATION INFORMATION

Applicant(s):	Wild Mountain Properties, LLC
Property Owner(s):	Wild Mountain Properties, LLC
Location:	16906 Wild Mountain Road / CSAH 16 Amador Township Section 19, Township 035, Range 019
PID:	01.00096.00
Property Area:	14.68 GIS Acres / 15.50 Deed Acres
Current Zoning:	Agricultural (AG) District
Adjacent Zoning:	
North:	Agricultural (AG) District
South:	Agricultural (AG) District
East:	Agricultural (AG) District
West:	Agricultural (AG) District
Date Application Complete:	December 30, 2021
60-Day Review Period:	February 28, 2022



BACKGROUND & SITE ANALYSIS

Andrew Olson and Mark Olson, officers of Wild Mountain Properties, LLC, have applied for a Conditional Use Permit (CUP) Amendment in order to increase the number of recreational campsites from 13 up to 30, as well as Amendments to other conditions previously approved, on property located at 16906 Wild Mountain Road. A request for CUP Amendment is to be processed in the same manner as a request for a new CUP, and the Planning Commission and County Board have latitude to consider all previously approved conditions.

The following is a brief history of the CUP and subsequent Amendments:

Date	Action
July 8, 2010 (Original CUP)	Planning Commission recommended approval of CUP to allow a winery with conditions.
July 21, 2010 (Original CUP)	County Board approved CUP to allow a winery with the following conditions: <ol style="list-style-type: none"> 1. Days and hours of operation shall be from 10:00 am to 6:00 pm, Monday through Saturday, and from noon to 6:00 pm on Sundays, during the months of May through December. 2. Obtain all other required licenses and approvals from the regulating agencies. 3. Any toxic substances generated shall be handled in accordance with MPCA small business waste generator laws. 4. No large-scale events or tourist attractions shall be offered at the winery without an amendment to this CUP. 5. All applicable Zoning, Building and Septic codes shall be followed during the phased expansion of the winery buildings.
April 5, 2018 (CUP Amendment #1)	Planning Commission recommended approval of CUP Amendment to allow a wedding venue and microbrewery in addition to the winery with conditions.
April 18, 2018 (CUP Amendment #1)	County Board approved CUP Amendment to allow a wedding venue and microbrewery in addition to the winery with the following conditions: <ol style="list-style-type: none"> 1. This permit will amend the existing Conditional Use Permit for Wild Mountain Winery (issued in 2010) to allow additional rural retail tourism activities on-site, such as weddings, dances, gathering, and other social or corporate activities, and a microbrewery, with associated tastings and activities. 2. This CUP shall allow year-round use of the property as a gathering venue with gathering events allowed Friday through Sunday from 12:00 p.m. to 11:00 p.m. 3. All gathering events that include music that could potentially cross property boundaries shall be conducted indoors, and building doors shall remain closed during music. 4. The maximum attendance at any given event shall be limited to 300 guests. 5. All parking shall be accommodated on-site, with supervised management of ingress and egress traffic to eliminate conflicts in traffic flow. 6. Permittee shall ensure that adequate parking/staging area is maintained to accommodate emergency vehicle/first responder traffic. 7. Any new access to the venue shall be approved by Chisago County Public Works prior to construction. 8. All food preparation and/or sales at the site shall comply with all applicable Minnesota Department of Health regulations. 9. Any liquor service shall be in accordance with all applicable MN Department of Public Safety regulations, and Chisago County liquor licensing requirements. 10. Signage shall be in accordance with Section 4.14 of the Zoning Ordinance. 11. Minnesota Building Code, SSTS, and all other relevant codes shall be applicable to the project, all permits and Certificates of Occupancy and Compliance shall be obtained prior to occupancy, and CUP amendment approval shall be considered provisional until such time as these requirements are met. 12. The permit holder shall notify the County annually that the activity permitted by the CUP is ongoing, and the activities being conducted continue to adhere to the conditions of approval.
April 1, 2021 (CUP Amendment #2)	Planning Commission tabled CUP Amendment , requesting that the applicant <i>"rewrite the application narrative explaining previously granted CUPs for the winery and gathering venue land uses and clarifying or removing unnecessary conditions that the Commission is being asked to consider and what land uses will go away and stay, and provide additional detail on campground rules, campground operational plan, alcohol,</i>

	<i>parking and traffic flow, noise control, fencing, and fire / safety protocols and measures taken."</i>
<p>April 21, 2021 (CUP Amendment #2)</p> <p>*red = conditions are proposed by property owner to be amended</p>	<p>County Board approved CUP Amendment to allow recreational camping with the following conditions:</p> <ol style="list-style-type: none"> 1. This permit will amend the existing Conditional Use Permit for Wild Mountain Winery (issued in 2010 and as amended in 2018) to allow additionally recreational camping in conjunction with winery and rural retail tourism activities on-site, such as weddings, dances, gathering, and other social or corporate activities with associated tastings and activities. <i>(Note: Microbrewery has been removed from listing of approved land uses and is no longer approved)</i> 2. This CUP shall allow year-round use of the property as a gathering venue with gathering events allowed Friday through Sunday from 12:00 p.m. to 11:00 p.m. 3. All gathering events that include music that could potentially cross property boundaries shall be conducted indoors, and building doors shall remain closed during music. 4. The maximum attendance at any given event shall be limited to 232 guests. <i>(Note: Maximum number of attendees at events was reduced from 2018 amendment to address potential capacity of campground – 300-68 = 232.)</i> 5. All parking shall be accommodated on-site, with supervised management of ingress and egress traffic to eliminate conflicts in traffic flow. 6. Previously approved (2018) future construction of a gathering venue and/or microbrewery building that would have eliminated existing parking is no longer proposed, approved, or allowed with this permit pursuant to applicants email of April 13, 2021. Proof of parking plan that demonstrates replacement of parking that would have been disrupted with such building in satisfaction of maximum number of occupants is no longer required. 7. Permittee shall ensure that adequate parking/staging area is maintained to accommodate emergency vehicle/first responder traffic. 8. Any new access to the venue shall be approved by Chisago County Public Works prior to construction. 9. All food preparation and/or sales at the site shall comply with all applicable Minnesota Department of Health regulations. 10. Any liquor service shall be in accordance with all applicable MN Department of Public Safety regulations, and Chisago County liquor licensing requirements. 11. Signage shall be in accordance with Section 4.14 of the Zoning Ordinance. 12. Minnesota Building Code, \, SSTS, and all other relevant codes shall be applicable to the project, all permits and Certificates of Occupancy and Compliance shall be obtained prior to occupancy, and CUP amendment approval shall be considered provisional until such time as these requirements are met. 13. The site is limited to a maximum of 13 campsites that are comprised of 11 single tent sites and two (2) group sites. 14. Recreational Camping shall be primitive sites that would allow for tents only. No recreational vehicles, campers, or trailers shall be allowed. 15. Seasonal camping is allowed from May 1st to October 31st with reservations limited to Friday through Sunday. 16. Campsites along the north and east property lines shall not be located closer than 20 feet to the property line. 17. The observance of quiet hours from 11 PM to 7 AM. 18. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency. 19. The permit holder must notify the County annually that the activity permitted by the

	<p>CUP is ongoing, and the activities being conducted continue to adhere to the conditions of approval.</p> <p>20. Wild Vines Campground Policies document provided on April 9, 2021, shall be made a condition of approval with the allowance that updated policies may be provided to the county staff as may be amended from time to time provided said updates remain sufficiently consistent or more restrictive as the originally provided Policies.</p> <p>21. More permanent property boundary line marker, signs, or posts shall be placed as a barrier in place of the yellow tape in the vicinity of camp sites 1, 3, 5 and 6 on the site plan.</p>
February 3, 2022 (CUP Amendment #3)	Planning Commission conducts public hearing to consider CUP Amendment #3.

The subject site is an approximately 15-acre tract of land located on Wild Mountain Road / CSAH 16 in Amador Township, approximately 1¼ miles northeast of Almelund and one mile south of Wild River State Park. The subject site is located in the AG District as are all surrounding properties. The area surrounding the subject site includes a mix of residential and active agricultural uses on tracts of land 10+ acres in size. The subject site features a single family dwelling (residence of property owner's parents) and detached garage, an existing 3,130 square foot winery building and tasting room, and two additional storage sheds to the north behind the house. The 2018 CUP Amendment included the construction of a new building; however, that building was not constructed and is no longer proposed to be constructed. The single family dwelling and winery building are approximately 850 feet north of Wild Mountain Road / CSAH 16. There is a two-acre vineyard north of the structures, along the north property line, and a similarly sized vineyard south of the structures extending down to the Wild Mountain Road / CSAH 16. The balance of the property is heavily wooded. The topography of the property is extreme, with significant slopes between the road, the structures, and the northernmost portion of the property. The County's GIS Viewer shows that the contours range from 965' at the southern property boundary to 1011' near the northern property boundary, a difference of nearly 50'.

The current conditions of approval include adherence to a "Wild Vines Campground Policy" (condition no. 20). This policy is attached for the Planning Commission's reference.

PROPOSAL ANALYSIS

Campsites:

The April 2021 CUP Amendment granted approval of 13 campsites, including 11 single-tent sites and two group sites. The attached written narrative explains that the property owner, based on the success of the first season, is requesting the ability to increase the number of campsites to 30. The expanded number of campsites is proposed to include: 23 single-tent sites, 2 group sites, and 5 "pop-up" / pull behind camper sites. The attached site plan shows the existing campsites in white and the proposed campsites in yellow. None of the newly proposed campsites will be located closer to any property boundary than the existing campsites. For reference, the site plan shows that the closest distance from existing and proposed campsites to the eastern property boundary is approximately 45', and the closest distance from a proposed campsite to the northern property boundary is 45' and the western property boundary is 100'. Below is a description of the three types of campsites proposed:

- The single-tent sites (23), which accommodate 4-6 people, are approximately 30' x 30' in size with wood chip base, fire ring, and picnic tables at some sites.
- The group sites (2), which accommodate up to four tents and 12-16 people, measure approximately 50' x 50' in size in the lower vineyard and 50' x 80' in the upper vineyard and have a grass base with fire ring and picnic tables.

- The “pop-up” sites (5), which accommodate a single camper / trailer and 4-6 people, measure approximately 45’ x 45’ with a grass base. The sites include electric hook-ups, fire rings, and picnic tables by request. These sites will not include water or sewer hook-ups.

The campground, as detailed above with 30 campsites, could accommodate a total of 200 people at full capacity. This number is up from 68 people, with 13 campsites, per the existing CUP. The existing CUP limits the maximum attendance at any given Rural Retail Tourism (winery and gathering venue) event to 232 guests so that, at full campground capacity of 68, the total number of customers / guests for all uses does not exceed 300. The property owner is proposing a slight modification to this condition (condition no. 4) but is not proposing a change to the overall maximum number of customers / guests. Staff’s primary concern with the proposed modification is the challenge in monitoring and enforcing the maximum capacity of 300 for all uses at all times. The Planning Commission may wish to discuss with the property owner how capacity will be monitored and regulated.

Sanitation Facilities:

The expanded campground is proposed to include two new shower rooms in the existing winery building, in addition to the existing restrooms (shown on diagram in written narrative). This will include one female shower attached to the women’s restroom and a “family” shower with separate access. State requirements for sanitation facilities are described below.

Parking areas, access road and driveway:

The attached site plan illustrates four parking areas (P1-P4).

- P1 – Parking for approximately 65 vehicles. Primarily for winery parking, not campers.
- P2 – Parking for approximately 8 vehicles. Primarily for check-in, deliveries, golf cart loading and unloading. This parking area is for campers, not winery customers.
- P3 – Parking for approximately 20 vehicles. Primarily for campers.
- P4 – Parking for approximately 65 vehicles. Classified as overflow parking.

ADA accessible parking (aka handicap parking) is located at the top of the driveway and in front of the residence. This area is marked with signage and monitored by the host.

The main driveway provides access to the camp office. Per the written narrative, after guests check in, they utilize the access road located on the west side of the processing room and restrooms to access the north parking area next to the camping access trail. All campsites are accessible with a vehicle if necessary (emergency situations); however, the camping access trail is not designed for vehicles. Rather, the campsites are accessed by foot or with custom electric carts / golf carts.

The subject site is served by one access from Wild Mountain Road / CSAH 16. This driveway is the main thoroughfare from CSAH 16 to the winery, campground office and campsites. There is also a secondary driveway running parallel to the main driveway, starting at the southwest edge of the lower main parking area and connecting to the main driveway just north of CSAH 16 (but not connected to CSAH 16). The secondary driveway is used in the event of heavy traffic to help minimize traffic congestion.

Other Requested Amendments:

The April 2021 CUP Amendment was approved by the County Board with 21 conditions (shown above). The request to increase the number of campsites is specifically addressed in condition no. 13, and the property owner is also requesting to modify several other conditions. The specific conditions proposed to be amended are detailed in the attached written narrative, shown in red above, and shown below

with requested modifications (language proposed to be deleted is shown ~~stricken~~ and language proposed to be added is shown underlined). Because a request for CUP Amendment is processed in the same manner as a request for a new CUP and the Planning Commission and County Board have latitude to consider all previously approved conditions, staff has completed a thorough review of all conditions and is recommending, if approved, other Amendments – in addition to what the applicant is requesting – in order to address all existing uses and provide clarifications. Staff's proposed Amendments are shown under the "Staff Recommendation" section and in the draft resolution.

Property Owner's Proposed Amendments (*with staff review comments shown in italics*):

2. This CUP shall allow year-round use of the property as a gathering venue with gathering events allowed ~~Friday through Sunday~~ seven days a week from 12:00 p.m. to 11:00 p.m.

~~3. All gathering events that include music that could potentially cross property boundaries shall be conducted indoors, and building doors shall remain closed during music.~~

The property owner verbally shared with staff that music is currently played outdoors and the property owner believes there have been no negative impacts to adjacent property owners.

4. ~~The maximum attendance at any given event shall be limited to 232 guests. (Note: Maximum number of attendees at events was reduced from 2018 amendment to address potential capacity of campground – 300-68 = 232.)~~ The maximum number of customers / guests for all uses combined, including Rural Retail Tourism and Commercial Recreation Area, shall not exceed 300 at any given time.

As explained above, staff is concerned with the ability to monitor and enforce the maximum capacity of 300 for all uses at all times. The Planning Commission may wish to discuss with the property owner how capacity will be monitored and regulated.

13. The site is limited to a maximum of ~~13~~ 30 campsites that are comprised of ~~11~~ 23 single tent sites, ~~and two (2) group sites, and five (5) pop-up camper sites.~~ No water or sewer hook-ups shall be permitted. The property owner shall be allowed to increase the number of campsites from 13 to 20 immediately, based on current design of the septic system, and shall only be allowed to increase the number of campsites from 20 to 30 if septic system monitoring is conducted one week prior to July 4 and one week following July 4, including daily water meter readings, and favorable analysis is provided by a certified service provider to the Chisago County Department of Environmental Services.

While the focus of the property owner's ability to accommodate additional campsites has been the septic system, the Planning Commission may wish to discuss with the property owner the ability of the subject site to accommodate 200 campers (at full capacity) in addition to potential Rural Retail Tourism (winery and gathering venue) activity.

~~14. Recreational Camping shall be primitive sites that would allow for tents only. No recreational vehicles, campers, or trailers shall be allowed.~~

15. Seasonal camping is allowed seven days a week from May 1st ~~to~~ through October 31st ~~with reservations limited to Friday through Sunday.~~

21. ~~More permanent property boundary line marker, signs, or posts shall be placed as a barrier in place of the yellow tape in the vicinity of camp sites 1, 3, 5 and 6 on the site plan.~~

The written narrative explains that the property owner believes this condition has been met (see page 9 of the written narrative) with the installation of metal wire fence, rope, and 10-12 signs. This may be an improvement over what was there previously; however, staff suggests this condition remain and be strengthened to address the increase and new location(s) of campsites as well as continued maintenance of property boundary demarcations. Further, staff is recommending the installation of permanent fencing and/or landscaping adjacent to the northern and eastern property boundaries. It appears from the aerial image that the northern and eastern property boundaries are screened with a solid row of trees, so this condition is intended to ensure that the property will maintain this screening over time.

As part of the review process, the Technical Review Committee met on January 12th. The following comments / concerns were provided:

- The County's Sanitarian reviewed the existing septic design and confirmed that it was designed to accommodate 20 campsites. Pursuant to State Rules, in order for the number of campsites to increase beyond 20 without any modifications to the existing system, the property owner will be required to conduct monitoring (daily water meter reading) during the week prior to July 4 and the week following July 4, have those results analyzed by a certified service provider, and have a favorable analysis provided to the County by the certified service provider. This protocol is required by Minnesota Rule 7081 Subsurface Sewage Treatment System Program.
- The County's Code Enforcement Officer provided the following comments:
 - The Amended CUP should clearly state all uses allowed by the CUP in order to make future interpretation or enforcement easier.
 - The original CUP included hours of operation for the winery; however, the subsequent CUP Amendments have not carried these hours forward. The Amended CUP should include specific hours of operation for all allowed uses.
 - The current CUP does not clearly define where on the property special events are allowed.
 - In regard to the property owner's request to eliminate existing condition no. 3 (music), Code Enforcement Officer Putman suggests that the CUP Amendment clearly define where music is allowed to be played / performed and the volume be regulated.
- The Chisago County Sheriff's Office commented that they were not aware of any problems or complaints reported about the Recreational Camping Area.

RECREATIONAL CAMPING AREA STANDARDS

The Planning Commission, as outlined in Zoning Ordinance Section 7.21, shall consider possible effects of the proposed Recreational Camping Area based upon the following general factors and any other requirements set forth in the Zoning Ordinance or deemed otherwise relevant (*staff comments inserted in italics below*):

A. Purpose.

The purpose of this section is to provide for areas to be used for recreational camping which will not detract from surrounding land uses or natural resources and provide for the health and safety of the public using these areas.

B. License Required.

No person, corporation, partnership, firm or other entity shall operate a Recreational Camping Area unless a valid license issued by the Minnesota Department of Health for the current year has been obtained and is in the possession of the operator and posted in a conspicuous place in the office of the recreational camping area.

The property owner has obtained all necessary licensing and is in contact with the Minnesota Department of Health regarding the proposed expansion.

C. Conditional Use Permit Required.

A Conditional Use Permit shall be required for the construction or operation of a Recreational Camping Area. Recreational Camping Areas shall be restricted to the (A), (AP), (PAT), and (RRI/RRII) Districts. All conditional uses shall be subject to the requirements of this Section and Section 8.04.

The property, being located in the AG District, was granted a CUP Amendment in April 2021 allowing 13 campsites.

Each Conditional Use Permit application shall include the submission of a site plan drawn to scale. When construction costs exceed \$30,000, plans must be prepared by a registered engineer, architect, or land surveyor. The site plan shall include the following:

1. The full name and address of the applicant or applicants; or names and addresses of the partners, if the applicant is a partnership; or the names and addresses of the officers, if the applicant is a corporation; and the name and address of the project developer.
2. A legal description of the site, lot, field, or tract of land upon which it is proposed to operate and maintain a recreational camping area.
3. The proposed and existing sanitary facilities on and about said site, lot, field, or tract of land and the proposed construction or alteration of sanitary facilities including toilets, urinals, sinks, wash basins, slop sinks, showers, drains, and laundry facilities; source of water supply; and sewage, garbage and waste removal. A detailed description of maintenance procedures, grounds supervision and method of fire protection shall also be submitted.
4. The proposed method of lighting the structures and site, lot field, or tract of land upon which said recreational camping area is to be located.
5. Road construction plans and specifications, including the location and size of all streets abutting the site and all driveways from such streets to the recreational camping area.
6. Location, size, and characteristics of each campsite.
7. Designation of the calendar months of the year which applicant will operate said recreational camping area and details as to whether all of the area will be developed at once or whether it will be developed a portion at a time.
8. Plans and drawings for new construction or alteration, including buildings, water systems, wells, plumbing and sewage disposal systems, surface drainage, electrical service, and gas service.

The property owner has provided a site plan and written narrative for the Planning Commission's and County Board's consideration. The site plan and written narrative generally touch on all of the items listed above. It's important to note that the site plan is consistent with the site plan accepted and

approved by the County Board in April 2021. The property owner provided an estimate of \$2,000 for sanitation (shower) improvements and there are no other reported construction costs; therefore, it is not required that plans prepared by a registered engineer, architect, or land surveyor be submitted.

D. Camping Area Spacing Requirements.

Vehicle and structure spacing requirements shall be consistent with the Minnesota Rules.

For more information about the Minnesota Rules, visit:

www.health.state.mn.us/communities/environment/recreation/lodging/rca.html and Sec. 327.20 MN Statutes.

The State defines Recreational Camping Area (RCA) as "any area, whether privately or publicly owned, used on a daily, nightly, weekly, or longer basis for the accommodation of five or more tents or recreational camping vehicles free of charge or for compensation. "Recreational camping areas" do not include youth camps, industrial camps, U.S. Forest Service Camps, state forest service camps, state wildlife management areas or state owned public access areas which are restricted in use to picnicking and boat landing, and temporary holding areas for self-contained recreational vehicles created adjacent to motor sports facilities.

Recreational Camping Vehicles (RCV) include the following:

- Any vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational, and vacation uses;
- Any structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation, and vacation;
- Any portable, temporary dwelling to be used for travel, recreation, and vacation, constructed as an integral part of a self-propelled vehicle; and
- Any folding structure, mounted on wheels designed for travel, recreation, and vacation use.

The State provides the following setback requirements for RCV:

- There must be 10 feet of open space between the sides of adjacent RCVs and their attachments.
- Minimum site size of 2,000 square feet for each RCV.
- All RCVs must be located at least 25 feet from property lines which abut a public street or highway and at least 10 feet from all other property boundary lines.

Other State requirements:

- The water supply system must meet all applicable MDH requirements for public water supplies (MN Rules Chapter 4720) and water wells (MN Rules Chapter 4725).
- Water must be available within 400 feet of every campsite.
- All sewage and waste water must be discharged into an approved municipal sewage system if one is available or an individual on-site sewage treatment system that meets the requirements of the Minnesota Pollution Control Agency rules, Chapter 7080 and any applicable local codes.
- Toilet and shower facilities must be provided in all campgrounds which harbor any RCV which is not equipped with toilet and bathing facilities, in accordance with the schedule in MN Rules Chapter 4630.0900. Toilet and shower facilities shall be adequately heated, ventilated and lighted and have durable, washable, floors, walls, and ceilings. Toilet facilities must be provided within 400 feet of any campsite.
- Properly constructed privies may be provided for toilet facilities provided that they are installed in accordance with local zoning requirements.

- Adequate number of fly tight, watertight and rodent proof containers must be provided for all garbage and refuse. Garbage must be collected for disposal as often as necessary to prevent nuisance conditions and not less than once each week.
- RCAs must be maintained free of accumulations of debris or material which may provide rodent harborage or breeding places for insect pests. RCAs must be maintained free of growths of noxious weeds.
- Domestic animals or pets must not be allowed to run at large or cause any nuisances within an RCA. Any kennels, pens or other facilities provided for animals must be maintained in a sanitary condition.
- A maximum speed limit of 10 miles per hour must be clearly posted throughout the RCA.

The Commercial Recreation Area will be subject to setback and campsite spacing as required by the Minnesota Department of Health. The campsites are staggered throughout the subject site, but in no instance shall the campsites be further than 400 feet from the building due to Department of Health requirements for sanitary facilities.

The site plan included in the application was created with use of Google Maps and does not show all parcel boundaries. The property owner stated, as part of the April 2021 CUP Amendment, that with use of a GPS device they were able to map out the distances from property lines within a few feet of accuracy. Some campsite setbacks are provided on the site plan, with the smallest noted setback being 45'. However, the April 2021 site plan noted that the smallest setback reported at that time was 25' (north and west property boundaries). The property owner is not proposing to locate any new campsites closer to property boundaries than what is currently there. While the Zoning Ordinance does not provide specific setback requirements for campsites, staff would suggest that the Planning Commission consider current and proposed setbacks and determine if they're adequate to minimize impact to adjacent properties / property owners.

- E. All utilities shall be underground and there shall be no overhead wires or supporting poles except those essential for street or other lighting purposes.

The attached written narrative states, under "Location, Size and Characteristics of Campsites", that the five proposed "pop-up" sites will include a "permanent electrical post for power". No additional details were provided; however, the property owner will be subject to the requirements of Section 7.21 E.

The April 2021 CUP Amendment staff report noted that the property owners proposed to install solar lighting along the gravel pathways to provide subtle illumination. There is exterior building lighting on the winery buildings and no changes are proposed to existing building or parking area lighting as part of this application.

- F. Water Supply, Sewage Disposal, and Toilet, Bathing, Laundry Facilities, and Lighting.
The water supply system, sewage disposal, and toilet, bathing, laundry facilities, and lighting shall be consistent with the Minnesota Rules.

The property owner is not proposing to provide campers with laundry facilities; however, all other items have been addressed in the written narrative. The property owner is aware of all State requirements and is making improvements as required.

G. Plumbing.

All systems of plumbing shall be installed in accordance with the Minnesota Board of Health regulations and the provisions of the Minnesota Plumbing Code.

The property owner is aware of the State plumbing requirements and is making improvements in accordance with these requirements.

H. Garbage and Refuse - Handling and Disposal.

Garbage and refuse handling and disposal shall be consistent with the Minnesota Rules and the Chisago County Solid Waste Ordinance.

The April 2021 CUP Amendment staff report noted that a trash receptacle will be located within each group site and the single sites will have access to garbage receptacles placed throughout the campgrounds at a 1:4 ratio. The property owner is aware of State requirement and agrees that trash removal will be handled in accordance with applicable rules and regulations

I. Caretaker/Operator Duties.

A responsible adult attendant or caretaker shall be in charge of every Recreational Camping Area at all times and the duty of said attendant or caretaker shall be to maintain the park, its facilities, and records; and, to keep the facilities and the equipment in a clean, orderly and sanitary condition.

The attached written narrative does not provide detail about the caretaker / operator; however, it was stated in April 2021 that an attendant or caretaker will be in charge of the camping areas at all times. No additional detail was provided in 2021 as to the specifics of when this person is available or how they are available (i.e. on-site or by phone).

RURAL RETAIL TOURISM STANDARDS

The Planning Commission, as outlined in Zoning Ordinance Section 4.15, shall consider possible effects of the proposed Rural Retail Tourism based upon the following general factors and any other requirements set forth in the Zoning Ordinance or deemed otherwise relevant (*staff comments inserted in italics below*):

A. Purpose.

In accordance with the stated goals of the Chisago County Comprehensive Development Plan, it is the purpose of this subdivision to:

- Preserve and celebrate Chisago County's archaeological properties, rural and agricultural heritage, and historical landscapes;
- To recognize Chisago County's scenic features, exceptional rural ambience, historic sites as desirable local amenities which will draw outside revenue from visitors, that is vital to the local economy.
- Enhance Chisago County's appeal to visitors who are drawn to its rural atmosphere;
- Provide opportunities for new economic growth through Rural Retail Tourism businesses;
- Assist the County's citizens in the transition from primarily agricultural land uses, to an expanded variety of rural business opportunities as active family farming continues to diminish in Chisago County.

B. Standards.

Rural Retail Tourism Businesses shall meet the following standards:

1. Rural Retail Tourism businesses shall be located within the AG or RVC Zoning Districts;
2. Rural Retail Tourism businesses shall require a Conditional Use Permit in accordance with Section 8.04 of this Ordinance;
3. Rural Retail Tourism businesses shall be shown to have a unique and demonstrable relationship with Chisago County or its region, and its history, culture, traditions, arts, crafts, lore, natural resources, or other features and amenities, in accordance with the above stated purposes.

C. Allowed Uses.

Allowed Rural Retail Tourism businesses shall include things as farm or other historical heritage attractions, single family residential rental properties for retreats, crafting, weddings, receptions, bed & breakfasts; small-scale, low impact special events or music festivals, corn mazes, holiday celebrations and harvest festivals, country-craft/antique shops, unique local venues providing for the sale and serving of locally produced raw and/or value-added agricultural products, goods and services, and other reasonably related merchandise, and other uses determined by the Department to be similar in nature and scope.

D. The terms "small-scale" and "low-impact" shall be construed to refer to land uses which:

1. Do not create an excessive demand upon existing services or amenities;
2. Are screened or able to be screened adequately, or are sufficiently separated from adjacent development or land, to prevent undue negative impact to nearby properties;
3. Will not have an appearance that is inconsistent or incompatible with the surrounding area;
4. Will not cause traffic hazard or undue congestion;
5. Will not negatively impact the neighborhood by intrusion of noise, glare, odor, or other adverse effects.

Applications which are determined to be unable to meet the above criteria may be processed as a major commercial conditional use, provided the use is allowed in the relevant Zoning District.

E. All conditional uses for Rural Retail Tourism shall meet the applicable requirements of Section 8.

F. Code Compliance.

An existing structure or SSTS which is subjected to a change in occupancy or GPD loading as a result of an approved CUP for a Rural Retail Tourism business shall be retrofitted and/or upgraded to conform to current code requirements. All existing buildings proposed for use in association with the business shall be certified by an architect or engineer to be in compliance with current structural standards for the new occupancy prior to any use of the structure.

Because the property owner is not proposing any changes to the Rural Retail Tourism aspect of the CUP (winery and gathering venue), staff has not provided any comments on the Rural Retail Tourism standards. This does not preclude the Planning Commission from reviewing and/or discussing the standards and potentially developing new or amended conditions in compliance with these standards.

FINDINGS OF FACT

Zoning Ordinance Section 8.04 (Conditional Use Permits) C. states that the Planning Commission shall consider possible effects of the proposed conditional use based upon, but not limited to, the general factors listed below. Staff has provided proposed findings, shown in *italics* below, for the Commission's

consideration. The proposed findings are largely based on staff's proposed findings and the County Board's action in April 2021.

- Factor #1 The [proposed action is consistent with the] Comprehensive Plan and development policies of the County;
- Finding #1 *The proposed CUP Amendment is consistent with the Chisago County Comprehensive Plan and development policies. The Comprehensive Plan provides several references to the County's intention to continue to allow and be supportive of the proposed land uses:*
- *To identify and protect the quality of visitor's experience of prime scenic features, areas of exceptional rural ambience, important historic sites and their surrounding settings and prime areas of flora study and wildlife viewing and public opens spaces to low-impact recreation (p 2-43)*
 - *To develop in such a manner as to cause the least disturbance to woodland ecosystems (p 2-43)*
 - *To protect natural resources, balance the demand for recreation with the need for conservation, offer recreation opportunities that encourage healthy lifestyles and provide clean, safe and accessible places for leisure time activities (p 4-6)*
 - *To promote farm, commercial recreation, and rural retail tourism businesses as a method to bring dollars into the Chisago County economy (p 5-18)*
 - *To promote natural amenities in the County as assets to economic development and business opportunity (p 6-22)*
 - *To acknowledge tourism's economic value and the contribution of this industry to both the diversity of the County economic base and the potential for growth (p 6-22)*
 - *To promote tourism and commercial recreation as expanding opportunities for employment and tax base (p 6-22)*
- Factor #2 The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area;
- Finding #2 *The County finds that the proposed Rural Retail Tourism and Commercial Recreation Area uses will not create any demand on existing parks, schools, streets, or other public facilities or utilities which serve the subject site.*
- Factor #3 The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;
- Finding #3 *Given the heavy forestation on the subject property, the large size of most of the neighboring parcels and the relative lack of development in the immediate area, the County finds that the subject site is sufficiently separated by distance and screening from adjacent development, so as to not cause undue negative impact, nor deter future development. Thirteen of the campsites are located in a heavily forested area, offering screening from the adjacent property / property owner, and all other campsites are located in the northern and southern vineyard areas and are generally adjacent to undeveloped agricultural land.*
- Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;

Finding #4	<i>The proposed Rural Retail Tourism use (winery and gathering venue) is conducted within a structure found to have no adverse appearance effect on adjacent properties. The proposed Commercial Recreation Area use (Recreational Camping Area) is largely screened by forestation or distance from the western and southern property boundaries. Those campsites located adjacent to the northern and eastern property boundaries are situated adjacent to agricultural land.</i>
Factor #5	The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
Finding #5	<p><i>The County finds that the Chisago County Zoning Ordinance allows Rural Retail Tourism and Commercial Recreation Area as Conditional Uses in the AG District. In addition, Sections 4.15 and 7.21 of the Chisago County Zoning Ordinance specifically encourage the development of Rural Retail Tourism and Commercial Recreation Areas, with the following specific goals:</i></p> <ul style="list-style-type: none"> <i>• Preserve and celebrate Chisago County's archaeological properties, rural and agricultural heritage, and historical landscapes.</i> <i>• To recognize Chisago County's scenic features, exceptional rural ambience, historic sites as desirable local amenities which will draw outside revenue from visitors, that is vital to the local economy.</i> <i>• Enhance Chisago County's appeal to visitors who are drawn to its rural atmosphere.</i> <i>• Provide opportunities for new economic growth through Rural Retail Tourism businesses.</i> <i>• Assist the County's citizens in the transition from primarily agricultural land uses, to an expanded variety of rural business opportunities as active family farming continues to diminish in Chisago County.</i> <i>• The purpose is to provide for areas to be used for recreational camping which will not detract from surrounding land uses or natural resources and provide for the health and safety of the public using these areas.</i>
Factor #6	The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
Finding #6	<i>See Finding #5.</i>
Factor #7	The proposed use will not cause traffic hazard or congestion; and
Finding #7	<i>It is anticipated that there will be an increase in traffic on Wile Mountain Road / CSAH 16 as guests arrive and depart from the Rural Retail Tourism (winery and gathering venue) and Commercial Recreation Area (campground) uses. However, the County Engineer was given the opportunity to review the proposed use and did not request any additional roadway improvements (i.e. turn lanes). Further, the County Engineer did not note that traffic levels, hazard or congestion were matters of concern with this application.</i>
Factor #8	The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
Finding #8	<i>Of the adverse impacts identified in Factor #8, the County believes that noise associated with the Rural Retail Tourism (winery and gathering venue) and Commercial Recreation Area (campground) may be a concern to nearby properties / property owners. The</i>

property immediately west, which is a 9½-acre property developed with a single family home, is the most likely to experience any impacts that may be generated by the intensification of use at the subject site. However, the majority of campsites located near the western property boundary are situated in a heavily forested area as is the single family home on the neighboring property. It is believed that the forestation will provide a visual and sound buffer. To address noise concerns, the County is requiring, as a condition of this CUP, the observance of quiet hours from 11:00 p.m. to 7 a.m.

TOWNSHIP RECOMMENDATION

The Amador Town Board reviewed the proposed CUP at its January 18th meeting. The Town Board recommended approval of the CUP Amendment with no conditions.

STAFF RECOMMENDATION

Although staff has expressed caution with the overall potential increase in number of campers (estimated capacity increase of 68 to 200) and the property owner's / County's ability to monitor and enforce the overall maximum number of customers / guests at 300, staff believes that the proposed Rural Retail Tourism and Commercial Recreation Area uses comply with and are consistent with the intent of the County's Zoning Ordinance and Comprehensive Plan. To be clear, the property owner is not proposing an increase to the overall capacity of the subject site, but there may be greater impact to the northern and eastern property boundaries with the installation of new campsites in these areas.

Ultimately, staff recommends approval of the CUP Amendment with conditions (see below) and has prepared a resolution for the Commission's consideration. The proposed conditions incorporate the property owner's desired Amendments as well as additional staff proposed adjustments in an effort to cleanly incorporate all approved land uses, provide clarification, and provide measures for reducing potential impacts to adjacent properties / property owners. For clarification purposes, the property owner's proposed Amendments are shown in red; staff's proposed adjustments and/or updates are shown in blue; and, those conditions with no proposed Amendments or adjustments are shown in black.

Recommended Condition(s):

1. This Conditional Use Permit amends the Conditional Use Permits granted by the Chisago County Board of Commissioners on July 21, 2010 (original CUP), April 18, 2018 (Amendment #1) and April 21, 2021 (Amendment #2) granting approval of Rural Retail Tourism and Commercial Recreation Area uses in the AG District. The specific uses allowed under this CUP include a winery and gathering venue (to include specific uses such as wine tastings, weddings, dances, general gatherings, and other social or corporate activities) and a Recreational Camping Area. This CUP does not include approval of a Microbrewery, as had been approved in 2018. The conditions contained in this CUP supersede all previously approved conditions on the dates provided above.
2. The property shall be developed and used in accordance with the site plan and written narrative stamp dated received January 25, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
3. This CUP shall allow year-round use of the property for Rural Retail Tourism purposes (winery and gathering venue) seven days a week from 12:00 p.m. to 11:00 p.m.
4. Any toxic substances generated from the Rural Retail Tourism use (winery) must be handled in accordance with MPCA standards.

5. The property is limited to a maximum of 30 campsites, including 23 single tent sites, two (2) group sites, and five (5) pop-up camper sites. No water or sewer hook-ups shall be permitted. The property owner shall be allowed to increase the current number of campsites from 13 to 20 immediately, based on current design of the septic system, and shall only be allowed to increase the number of campsites from 20 to 30 if septic system monitoring is conducted one week prior to July 4 and one week following July 4, including daily water meter readings, and favorable analysis is provided by a certified service provider to the Chisago County Department of Environmental Services.
6. This CUP shall allow seasonal camping, as a Commercial Recreation Area, May 1st through October 31st.
7. **Campsites along the north and east property lines shall not be located closer than 20 feet to the property line.** Further, the Commercial Recreation Area is subject to all Minnesota Department of Health setback, spacing and size requirements. When the County's setback requirements are more restrictive than the State's, the County's setbacks shall supersede.
8. The Commercial Recreation Area (campground) **must adhere to the strict observance of quiet hours from 11:00 pm to 7:00 am.**
9. The "Wild Vines Campground Policies", stamp dated received January 25, 2022 or as amended from time to time and provided to Chisago County Department of Environmental Services, shall be made a condition of approval. Said amended Policies shall remain sufficiently consistent as or more restrictive than the January 25, 2022 Policies.
10. The property owner shall install and continuously maintain in good repair permanent property boundary identification, such as permanent fencing and signage, between all campsites located adjacent to the western property boundary (identified on the site plan as campsites nos. 15, 1, 3, 5, 7 and 9) and the western property boundary itself. Additionally, the property owner shall install and continuously maintain in good repair permanent property boundary identification, such as fencing or landscaping, between all campsites located adjacent to the northern and eastern property boundaries (identified on the site plan as campsites nos. 14, 12, 20, 19, 24 and 23) and the northern and eastern property boundaries themselves.
11. All utilities for the Recreational Camping Area must be located underground and there shall be no overhead wires or supporting poles except those essential for lighting purposes.
12. Noise generated from any Rural Retail Tourism and/or Commercial Recreation Area use, including the playing of music, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries.
13. The maximum number of customers / guests for all uses combined, including Rural Retail Tourism and Commercial Recreation Area, shall not exceed 300 at any given time.
14. All parking shall be accommodated on-site, with supervised management of ingress and egress traffic to eliminate conflicts in traffic flow.
15. Permittee shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.
16. All food preparation and/or sales shall comply with all applicable Minnesota Department of Health regulations.
17. All liquor service shall comply with all applicable Minnesota Department of Public Safety regulations,

and Chisago County liquor licensing requirements.

18. Signage shall be permitted and installed in accordance with Chisago County Zoning Ordinance Section 4.14.
19. The property and the uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
20. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
21. The property owner must notify the Chisago County Department of Environmental Services annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval.

OPTIONS

1. Recommend that the County Board **approve** the Conditional Use Permit Amendment with Findings of Fact and conditions presented or amended.
2. Should the Planning Commission determine that the proposed Conditional Use Permit Amendment does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Conditional Use Permit Amendment based on factors deemed appropriate.

Note: If the Commission considers this option, specific factor(s) for denial should be included in said motion or resolution. Potential factors may include but are not limited to:

- *The Applicant has not provided application materials with the level of detail necessary to thoroughly and satisfactorily review the cumulative impacts of all proposed land uses.*
 - *The Applicant has not provided sufficient detail on land uses/activities or layout necessary to properly assess site functionality, adequate spacing/layout/parking, and scope of operations between the multiple land uses in order to ensure intensification of land uses can be supported on-site in a safe and efficient manner.*
 - *The Applicant has not demonstrated or provided satisfactory mitigating steps to address adverse impacts to adjacent properties / property owners.*
3. Recommend that the County Board **extend the review period** an additional 60 days to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The current 60-day review period expires on February 28, 2022.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-0201, a resolution recommending approval of an Amendment to a Conditional Use Permit allowing Rural Retail Tourism and Commercial Recreation Area, with Findings of Fact and conditions as presented or amended.

If the Commission chooses to recommend denial of the request for Conditional Use Permit, staff will prepare a revised resolution based on the Findings of Fact established by the Commission.

ATTACHMENTS

1. Conditional Use Permit application materials:
 - a. Application dated received December 29, 2021
 - b. Written narrative and site plan dated received January 25, 2022
2. Aerial location map (1) – subject property
3. Aerial location map (2) – vicinity map
4. Wild Vines Campground Policies dated received January 25, 2022
5. Draft Resolution No. PC2022-0201

CC: Wild Mountain Properties, LLC, applicant
County File

1-1863

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee 774

Base Fee \$1,025

Wetland or Septic Fee _____

Plat Compliance Fee _____

TOTAL FEE \$1,804

Street Location 16906 Wild Mountain Road, Taylors Falls Tax Parcel # 01.00096.00

Legal Description PID # 01.00096.00

Property Owner Andrew & Mark OLSON Day Phone (612) 710-1111

Mailing Address 16906 Wild Mountain Road, Taylors Falls, MN 55084/sec 19, T.35

Email Address markalanolson3@yahoo.com R.19

Applicant (if different than owner) _____ Day Phone () _____

Mailing Address 16906 Wild Mountain Road, Taylors Falls, MN 55084

Email Address m.olson@taylorfalls.com S19, T35, R19

Type of Request: Variance ☐ Preliminary Plat ☐

Administrative Appeal ☐ Administrative Permit ☐

Conditional Use Permit ☒ Ordinance Amendment ☐
(or amendment to CUP)

Interim Use Permit ☐ Rezoning ☐
(or amendment to IUP)

Applicable section of ordinance: 7.21 Recreational Camping Area

Description of request: CUP amendment For up to 30 Campsites (From 13 campsites)
on site (7.21 Recreational Camping Area).

If Variance application, provide
a brief description of practical
difficulty: _____

Mark Olson 12/29/21
Signature of Applicant Date of Application

I hereby certify that the above information is true and correct to the best of my knowledge, and that any knowingly false representations may invalidate any approvals. With my signature, I also grant permission to Chisago County Officials to enter upon the subject property for the purpose of such inspections as may be necessary.

BT DEC 29 2021

Date Received at
Front Counter

FEB 28, 2022
60 - Day Review (BT)

Date of Public
Hearing: FEBRUARY 3, 2022

BT DEC 30 2021

DETERMINED
COMPLETE.

TOWNSHIP PRESENTATION FORM

Street Location 16906 Wild Mountain Road, Taylors Falls, MN 55084

Legal Description S19 T35 R19

Owner Name Andy & Mark Olson Day Phone: (612) 231-1111

Address: 16906 W. 1st Mountain Road Taylors Falls, MN 55084

Applicant : _____ Day Phone: ()
(if other than owner)

Address: _____

Type of Request: Variance ☐ Preliminary Plat ☐
Administrative Appeal ☐ Administrative Permit ☐
Conditional Use Permit ☒ Rezoning ☐
(or amendment to CUP)
Interim Use Permit ☐ Ordinance Amendment ☐

Description of Request: CUP amendment For up to 30 Campsites (From 13 Campsites)
on site (7.21 Recreational Camping Area)

Date of County Public Hearing: FEB 3, 2022

Date of Township Presentation: JAN 18, 2022

TOWNSHIP ACTION TAKEN

Recommend Approval ☒ Recommend Denial ☐

Recommended Conditions: _____

Signature of Township Officers:

R. J. Fisk
G. E. Fisk
[Signature]

Malcolm

Signature of Applicant

12/29/21

Date

Chisago County, MN
Conditional Use Permit for Recreational Camping Areas
Supplemental Application Requirements

A Conditional Use Permit shall be required for the construction or operation of a recreational camping area. Recreational camping areas shall be restricted to the (A), (AP), (PAT), and (RRI/RRII) districts. All Conditional Use Permits shall be subject to the requirements of Chisago County Zoning Ordinance Sections 7.21 and 8.04. Information presented below is intended to aid in communicating application and ordinance requirements.

Each Conditional Use Permit application shall include a site plan drawn to scale. When construction costs exceed \$30,000, plans must be prepared by a registered engineer, architect, or land surveyor. **Applications will not be considered complete without a site plan and the information listed below must be included on the site plan. A detailed written narrative will assist in outlining satisfaction of many application requirements/details and is recommended to be attached to the site plan, if necessary.**

Narrative for Conditional Use Permit Application

Proposed application for Wild Mountain Winery/Wild Vines Campground

Introduction - This narrative is to serve as supplementary information related to conditional use permit application to Wild Mountain Winery for the expansion of the campground operation on the property. Andrew and Mark Olson are applying and are co-owners.

In 2022, Wild Mountain Winery will enter into its 12th year of operation, and Wild Vines Campground will begin its 2nd year of operation. Camping began at our existing sites on August 14, 2021. The inaugural year of operation for the campground was very successful. We enjoyed hosting campers from around the state, and mainly from the Twin Cities area. Feedback we received from the campers was very positive, and we look forward to future interaction with our customers. Besides spending time at our winery/campground, our campers ventured out to enjoy many of the local attractions, restaurant/bar establishments, parks and recreational activities, etc.

Due to the highly successful year we had with the new campground venture, we are asking to expand the operation from 13 campsites to 30 campsites. This will include

BT JAN 25 2022

the addition of two new shower rooms in our existing winery building, and the addition of 5 "pop up" campsites (for pull behind RV campers). These "pop up" sites will be for the pull behind campers, not full RV vehicles with showers and bathroom facilities on board (no dump stations to be installed). The existing septic system and drain field was built for this capacity, and can handle the additional campsites.

Another testament to our successful first year of our campground was the zero complaints we received from our surrounding neighbors. This also marks the 11th year that we have not received a single complaint from our neighbors. None of the new, proposed campsites will be in the vicinity of our neighbor's home, directly to the west of our property.



Parcel Information Report

Parcel Number: 01.00096.00

General Parcel Information

Parcel: 01.00096.00
Town: AMADOR TOWNSHIP
School District: CHISAGO LAKES SCHOOL
Acres: 15.50
Section: 19
Township: 035
Range: 019
Plat:
Plat Description:
Block:
Lot:

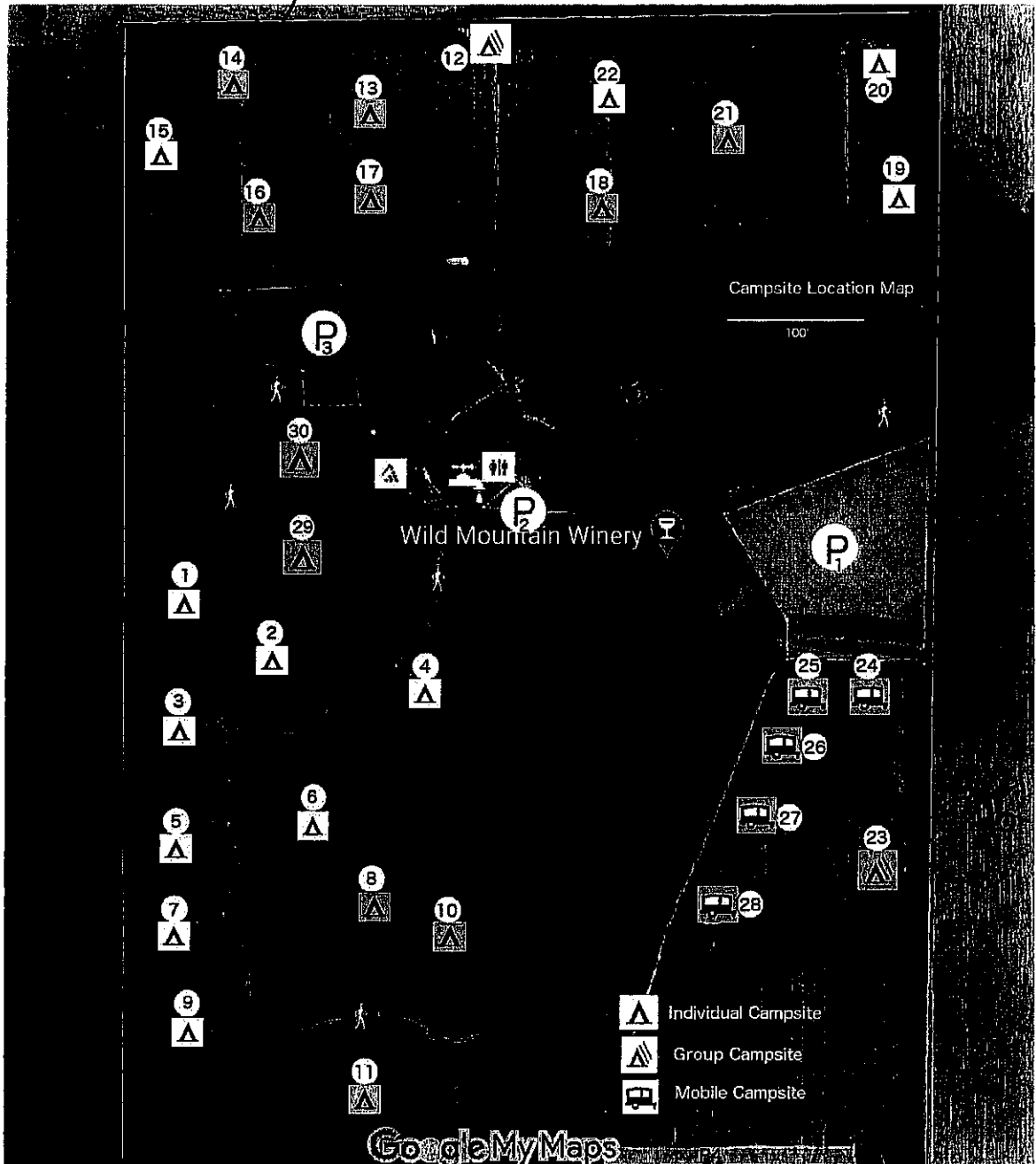


Legal: W1/2 OF SE1/4 EX STRIP 50 FT WIDE LYING N & TO C/L OF CSAH #16 ALSO EX S 1089 FT OF W 400 FT OF W1/2 OF SE1/4. AND EX THE S 1089 FT OF THE E 300 FT OF THE W 1
Owner Name: WILD MOUNTAIN PROPERTIES LLC
Mailing Address: 414 RUM RIVER DR
City/State/Zip: ISANTI, MN 55040
Property Use Code 1: 300 Commercial
Property Use Code 2:
Property Use Code 3:

Proposed Sites Map - New sites in Yellow.

Southern property boundary is 620'
 West boundary 1030'
 North boundary 612'
 East boundary 1033'


Northeast corner of house to north boundary 226'
 Southeast corner of house to east boundary 209'
 Northwest corner of winery bldg to west boundary 230'
 Southwest corner of winery bldg to south boundary 665'





~200'

CP 14

Location, Size and Characteristics of campsites

 Indicates an individual campsite. Single tent, 4-6 people. Average area is 30'x 30' Wood chip base, fire ring, picnic tables at some sites.

 Indicates a group campsite. Up to 4 tents depending on size. 12-16 people. Area is approximately 50 x 50 in lower vineyard and 50 x 80 in upper vineyard. Grass base with fire ring and picnic tables.

 Indicates a "pop up" or mobile trailer campsite. Single trailer for 4-6 people. Not designed for 5th wheel trailers. Average area is 45 x 45 with grass base. Includes a permanent electrical post for power. Fire ring and picnic table by request.

Number, location and size of parking areas

1. Main parking area (P1) is located southeast of the residence and immediately north of the south vineyard. This is primarily for winery traffic and not campers. This lot is being expanded to the northern edge of vines and will add approximately 3000 square feet of parking area. (Approximately 21,000 sq ft. finished parking) (Approximately 65 vehicles).
2. Short term/Office parking (P2) is located immediately south of the processing building and next to the restrooms. This is for check in, deliveries, and golf cart loading and unloading. No winery patrons may park in this location, only overnight campers will use this space. Approximately 1000 sq ft. (Approximately 8 vehicles).
3. Handicapped parking is located at the top of the driveway and in front of the residence. This is marked with signage and managed or increased by the host. Approximately 200 sq ft.
4. Campground parking area (P3) is located northwest of the residence and immediately south of the north vineyard. Approximately 7300 sq ft. (Approximately 20 vehicles).
5. Overflow parking (P4) located at the south end of lower vineyard. (Approximately 65 vehicles).
6. Overflow Event parking East side of lower vineyard next to site 23. Limited to events only.

Location of access road serving camping areas

The main entrance road will provide access to the camp office. After guests check in, they will use the access road on the west side of the processing room and restrooms, to access the north parking area next to the camping access trail. The camping access trail enters the wooded area here and turns south. It exits on the main entrance road at a point approximately 240' from the main parking lot. Camping in the north vineyard is access through the main vineyard entrance or from the SE corner entrance to the vineyard. All campsites are accessible with a vehicle, but will be accessed for camping with custom electric carts for moving guests and their camping equipment.

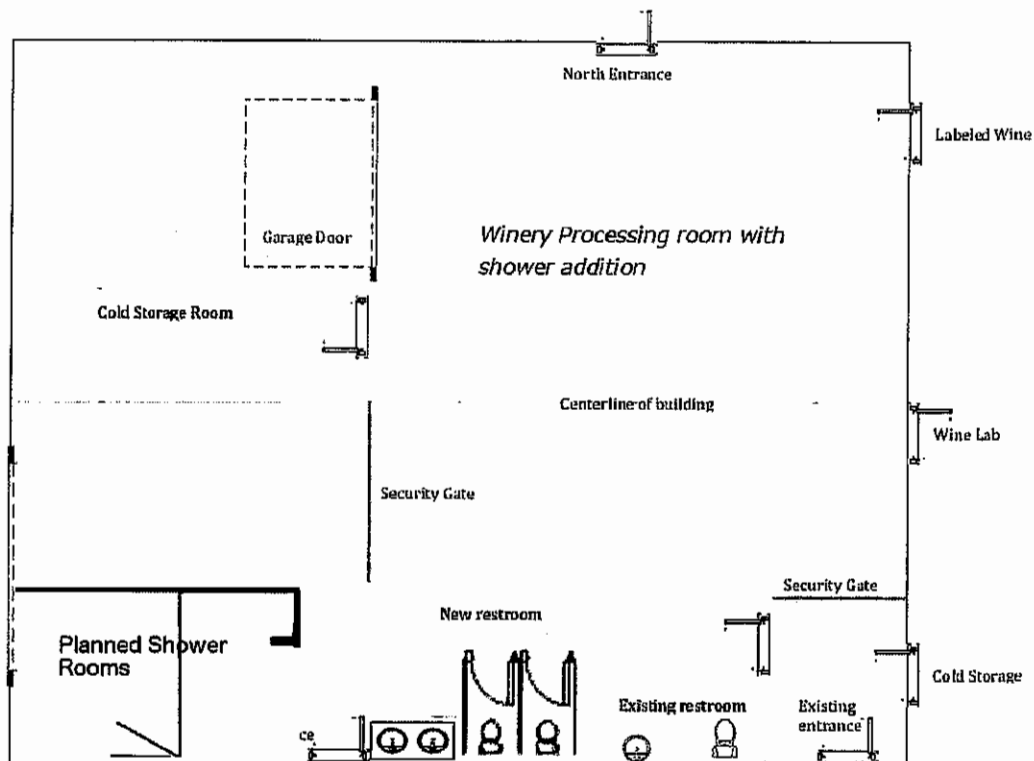
Full name and address of the applicant or applicants; or names and addresses of the partners, if the applicant is a partnership; or the names and addresses of the officers, if the applicant is a corporation; and the name and address of the project developer.

The applicant is a corporation. Wild Mountain Properties, LLC is the name of the corporation that owns the property. The two officers are Andy and Mark Olson. Mark Olson is the president, Andy Olson is the vice president. Mark Olson's address is 414 Rum River Drive, NW, Isanti, MN 55040. Andy Olson's address is 5464 Stagecoach trail N, Stillwater, MN 55082. The project developers are Andy and Mark Olson.

Proposed and existing sanitary facilities on and about said site, lot, field, or tract of land and the proposed construction or alteration of sanitary facilities including toilets, urinals, sinks, wash basins, slop sinks, showers, drains, and laundry facilities;

Improvements to sanitary facilities and construction of new septic system made in 2021 were in anticipation of the improvements to the campground. The only new additions to this will be the addition of a shower facility in the same building as the restrooms. This will include two showers; one female shower attached to the women's bathroom, and a second "family" shower with separate access. The current septic was constructed to be able to treat the waste water from showers without modification. A wash basin/outdoor sink was added in 2021. There are no plans for laundry facilities.

The current septic system is approved to handle 20 campsites. We are requesting that upon approval of a new CUP, we could start immediately with 20 campsites (May 1st, 2022). Once the testing/analysis capacity requirement that is going to be conducted around the 4th of July is complete, we would like to go to the 30 campsites. This is contingent upon our system meeting the capacity requirements to be able to host 30 campsites. The testing/analysis will be done daily for two weeks, one before and one after the 4th of July weekend. If successful, we would like to go to 30 campsites as soon as possible after the testing/monitoring period around the 4th of July.



Designation of the calendar months of the year which applicant will operate said recreational camping area and details as to whether all of the area will be developed at once or whether it will be developed a portion at a time.

The campground will operate from May 1 to October 31st, annually. Campsites will be available every day of the week. There are 15 campsites that are complete. The additional campsites will be built one at a time, all in the same manner and description as the previously constructed sites (i.e. average area is 30'x 30', Wood chip base, fire ring, picnic table).

Road construction plans and specifications, including the location and size of all streets abutting the site and all driveways from such streets to the recreational camping area.

There are no road construction plans. The existing driveway (as shown on the site map), is the main thoroughfare from county road 16 to the winery/campground office/campsites. There is a secondary driveway that runs

in parallel to the main driveway, and starts at the southwest edge of the lower, main parking area, and connects to the main driveway just north of the county road 16 entrance. The secondary driveway is used occasionally, in the event of heavy traffic at the winery/campground.

Other General Requirements

- • Vehicle and structure spacing requirements shall be consistent with the Minnesota Rules.
- • All utilities shall be underground and there shall be no overhead wires or supporting poles except those essential for street or other lighting purposes.
- • The water supply system, sewage disposal, and toilet, bathing, laundry facilities, and lighting shall be consistent with the Minnesota Rules.
- • All systems of plumbing shall be installed in accordance with the Minnesota Board of Health regulations and the provisions of the Minnesota Plumbing Code.
- • Garbage and refuse handling and disposal shall be consistent with the Minnesota Rules and the Chisago County Solid Waste Ordinance.
- • A responsible adult attendant or caretaker shall be in charge of every recreational camping area at all times and the duty of said attendant or caretaker shall be to maintain the park, its facilities, and records; and to keep the facilities and the equipment in a clean, orderly and sanitary condition.
- • A Special Event Temporary Recreational Camping Administrative Permit shall be required for landowners wishing to provide temporary accommodation to attendees at a County-approved (permitted or conditional approval) large gathering event. Such permits shall be processed through the Department of Environmental Services and Zoning and approved by the Zoning Administrator. If you wish to obtain a Special Event Temporary Recreational Camping Administrative Permit rather than a permanent Conditional Use Permit, discuss the application requirements with Department staff.

Requested changes to the current Conditional Use Permit

The following items are requested changes to the existing CUP, certified on July 16, 2021. The number listed at the beginning of each item, directly correlates to the number on the existing CUP, under the "Special Conditions" section that we request be changed or eliminated.

2. We would like to have the option of occasionally having events or gatherings during the week. We are requesting the "Friday through Sunday" language be removed from this condition. The 12:00 p.m to 11:00 p.m. is fine. Our regular business days for the tasting room and bottle shop are Friday through Sunday. We are requesting that we have the flexibility to be open on other days for special events or gatherings.

3. We would like this condition to be removed completely. This condition appears to be a condition that was inadvertently left over from our 2018 CUP, which had conditions on a brand new building we were going to construct, but never happened. The exiting CUP removed all the language of building that building, and a brewery, but left in this about music. We have had outdoor music on our patio on Saturdays, and occasionally Fridays and Sundays for many years. We have never received one complaint for noise, especially since only one neighbor is even close enough to hear the music faintly.

4. Please change the language to limit our number of guests to 300 total at any time. The combination of campers and winery guests would be limited to 300.

13. Change the language to allow for 30 campsites. 5 "popup" camper campsites (no full RVs with toilets and showers on board), 23 single tent primitive sites, 2 group tent primitive sites. Allow us to go to 20 campsites initially (May 1, 2022), and after a successful septic system monitoring/testing conducted in July, allow us to go to 30 campsites.

14. Change 14 to allow us to have 5 "popup" camper campsites. These are not full RVs with showers or toilets. These are the pull behind units that require us to have showers available.

15. Eliminate the "reservations limited to Friday through Sunday" clause. We request to be able to host campers all week from May 1 through October 31st, and allow reservations for camping to take place all year.

21. This condition has been satisfied, and can be removed or reworded. We have a permanent metal wire fence adjacent to our neighbors home, and rope for the remainder of the property line adjacent to their property. The metal wire fence and rope have approximately 10-12 signs that state "private property, keep out," "No trespassing," "Do Not Enter," hanging from the fence.



Amador Township

Sec. 19, T. 35, R. 19

PID # 01.00096.00

Wild Mountain Properties, LLC - Aerial Photo


Andrew Olson and Mark Olson, officers of Wild Mountain Properties, LLC, are requesting a Conditional Use Permit Amendment to increase the number of campsites from 13 up to 30 at the Recreational Camping Area, as well as Amendments to other conditions approved in April 2021. The property is zoned Agricultural (AG) District and located at 16906 Wild Mountain Road.

Wild Mountain Properties, LLC Property - ☐



Wild Mountain Properties, LLC - Aerial Photo

Andrew Olson and Mark Olson, officers of Wild Mountain Properties, LLC, are requesting a Conditional Use Permit Amendment to increase the number of campsites from 13 up to 30 at the Recreational Camping Area, as well as Amendments to other conditions approved in April 2021. The property is zoned Agricultural (AG) District and located at 16906 Wild Mountain Road.

Wild Mountain Properties, LLC Property - 



Amador Township

Sec. 19, T. 35, R. 19

PID # 01.00096.00





Wild Vines Campground Policies:

- We want all our guests to have a great time at Wild Vines Campground! While having fun please show respect for others and our natural environment by keeping in mind the following policies:
- All reservations require a VALID Credit Card and will be charged one nightly rate at the time of reservation or check in.
- There is a \$5 non-refundable processing fee for all advance reservations.
- Reservations must be completed online or by calling the camp office at 763-297-1322.
- Online reservations will automatically be cancelled if payment is not completed.
- We reserve the right to change your site location based on size of unit and availability.
- Walk-in reservations welcome - sites available on a first-come basis.
- Cancellations with less than 72 hour notice will also result in one night charge for EACH site reserved.
- Please call 763-297-1322 to cancel a reservation.
- All guests and visitors must register at the camp office prior to entering
- All vehicles must display a valid car pass - available at the office.
- Absolutely no refunds on sites after check-in.
- Check-out time by 11:00 a.m. - please contact the office if you need to check out later.
- Please respect the privacy of other campers.
- Loud or unruly groups will be asked to leave with No Refund.
- Alcohol is allowed; however, no alcohol can be brought onto property. Any alcoholic beverage must be purchased from the winery. Any consumption of alcohol by those not of legal drinking age will be reported to the local sheriff's department.
- For your protection and security, campground staff patrol the campground. Please call the office immediately if there are any problems at 763-297-1322. Office staff is available for twenty-four hours. in case of an emergency notify the office or call 911.
- PETS ARE PERMITTED if kept on a leash. Please clean up pet waste and never leave pets unattended. *Barking dogs after 10:00 p.m. violates the campground rules.*
- Fires are permitted only in the provided fire rings. Do not throw glass, cans, or trash in the fire pits or woods. Please show respect to the environment.
- Moving fire rings will result in a \$50.00 fine. Please extinguish fires when retiring for the night or when leaving your campsite. All fires must be out by 12:00 AM. Use water to extinguish fires. Fire extinguishers for emergencies are located at each campsite trail entrance in a wood box. Discharging a fire extinguisher for non-emergency will result in a replacement fee.
- Do not bring your own firewood. Only approved wood is allowed. Wood available in the camp store and other pre approved locations.

- A fine of \$200.00 will be enforced for any cutting of trees or destruction of property. Collecting firewood and deadfall is prohibited. Firewood and fire starters are available at the camp office.
- Radios or other music devices are not permitted.
- Please deposit garbage and recyclables in the receptacles and ensure lids are closed. A campsite left with garbage, burned garbage, or left in general disarray or damages, will result in a minimum of \$25 fine. If damage occurs, a fine will be assessed to repair the damage.
- Personal vehicle use will be prohibited from 10 pm to 7 am except for emergencies. Please notify the office if you must leave during that time. Daily guests must leave by 9:30 pm. Quiet hours are enforced 11 pm to 7 am. Please have fun and show respect for others.
- No more than 4 people per individual site, and 12 people per group site.
- Must be at least 18 years old to camp without adult supervision
- No ATV / Motorbikes
- No Fireworks – No FireArms
- Hammocks are permitted only with approved hammock straps.
- No more than 2 tents per site
- We reserve the right to evict anyone not abiding by these guidelines without a refund.
- Generators of any kind are not allowed.
- Leaving the campground through any property boundary other than the main entrance is strictly prohibited. Crossing marked boundaries or entering private property can result in termination of agreement and eviction from the campground. No refunds will be given.

Any infractions of these policies or damages of Wild Vines Campground or Wild Mountain Winery Property will result in a minimum of a \$25.00 charge per infraction or cost of repair or replacement of damaged property.

To minimize your chance of encountering raccoons, bears, skunks or other wildlife, please:

- Keep coolers and food in your vehicle at night and anytime you are away from your site.
- Take garbage to secured receptacles daily.
- Always keep your campsite clean.
- Questions? Ask at the campground office.

Wild Vines Campground

Date: _____

Campsite No: _____

Number of occupants: _____

Printed name: _____

By signing this contract, you agree to abide by all the above rules of the campground.

Signature _____

RESOLUTION NO. PC2022-0201

**A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF AN AMENDMENT TO A CONDITIONAL USE PERMIT ALLOWING RURAL
RETAIL TOURISM AND COMMERCIAL RECREATION AREA ON PROPERTY LOCATED AT
16906 WILD MOUNTAIN ROAD / CSAH 16 IN AMADOR TOWNSHIP**

WHEREAS, Wild Mountain Properties, LLC, property owner and applicant, submitted an application dated received December 29, 2021 and considered complete on December 30, 2021 for an Amendment to a Conditional Use Permit allowing a Rural Retail Tourism (winery and gathering venue) and Commercial Recreation Area (recreational camping area); and

WHEREAS, the original CUP was granted by the Chisago County Board of Commissioners on July 21, 2010 and subsequent Amendments were granted on April 18, 2018 and April 21, 2021; and

WHEREAS, the subject site is located at 16906 Wild Mountain Road / CSAH 16, Amador Township and is located in the Agricultural (AG) District; and

WHEREAS, the subject site is 15.5± deeded acres in size and is legally described as:

PID 01.00096.00

The West Half of the Southeast Quarter (W ½ of SE ¼) of Section 19, Township 35, Range 19, Chisago County, Minnesota, EXEPTING THEREFROM the following parcels:

1. A strip 50 feet wide lying North of the center line of County State Aid Highway 16.
2. South 1089 feet of the West 400 feet of W ½ of SE ¼, Section 19, Township 35, Range 19.
3. The South 1089 feet of the East 300 feet of the West Half of the Southeast Quarter of Section 19, Township 35, Range 19, Chisago County, Minnesota, and that part of said West Half of the Southeast Quarter lying north of the South 1089 feet thereof, except a strip of land 50 feet in width lying north and adjacent to the center line of County State Aid Highway No. 16 (also known as Wild Mountain Road).

WHEREAS, notice was provided and on February 3, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission considered several factors for granting Conditional Use Permits and made the following findings per Zoning Ordinance Section 8.04 C:

- | | |
|------------|--|
| Factor #1 | The [proposed action is consistent with the] Comprehensive Plan and development policies of the County; |
| Finding #1 | <i>The proposed CUP Amendment is consistent with the Chisago County Comprehensive Plan and development policies. The Comprehensive Plan provides several references to the County's intention to continue to allow and be supportive of the proposed land uses:</i> <ul style="list-style-type: none">• <i>To identify and protect the quality of visitor's experience of prime scenic features, areas of exceptional rural ambience, important historic sites and their surrounding</i> |

settings and prime areas of flora study and wildlife viewing and public opens spaces to low-impact recreation (p 2-43)

- To develop in such a manner as to cause the least disturbance to woodland ecosystems (p 2-43)
- To protect natural resources, balance the demand for recreation with the need for conservation, offer recreation opportunities that encourage healthy lifestyles and provide clean, safe and accessible places for leisure time activities (p 4-6)
- To promote farm, commercial recreation, and rural retail tourism businesses as a method to bring dollars into the Chisago County economy (p 5-18)
- To promote natural amenities in the County as assets to economic development and business opportunity (p 6-22)
- To acknowledge tourism's economic value and the contribution of this industry to both the diversity of the County economic base and the potential for growth (p 6-22)
- To promote tourism and commercial recreation as expanding opportunities for employment and tax base (p 6-22)

Factor #2 The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area;

Finding #2 *The County finds that the proposed Rural Retail Tourism and Commercial Recreation Area uses will not create any demand on existing parks, schools, streets, or other public facilities or utilities which serve the subject site.*

Factor #3 The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;

Finding #3 *Given the heavy forestation on the subject property, the large size of most of the neighboring parcels and the relative lack of development in the immediate area, the County finds that the subject site is sufficiently separated by distance and screening from adjacent development, so as to not cause undue negative impact, nor deter future development. Thirteen of the campsites are located in a heavily forested area, offering screening from the adjacent property / property owner, and all other campsites are located in the northern and southern vineyard areas and are generally adjacent to undeveloped agricultural land.*

Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;

Finding #4 *The proposed Rural Retail Tourism use (winery and gathering venue) is conducted within a structure found to have no adverse appearance effect on adjacent properties. The proposed Commercial Recreation Area use (Recreational Camping Area) is largely screened by forestation or distance from the western and southern property boundaries. Those campsites located adjacent to the northern and eastern property boundaries are situated adjacent to agricultural land.*

Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;

Finding #5 *The County finds that the Chisago County Zoning Ordinance allows Rural Retail Tourism and Commercial Recreation Area as Conditional Uses in the AG District. In addition, Sections 4.15 and 7.21 of the Chisago County Zoning Ordinance specifically encourage*

the development of Rural Retail Tourism and Commercial Recreation Areas, with the following specific goals:

- *Preserve and celebrate Chisago County's archaeological properties, rural and agricultural heritage, and historical landscapes.*
- *To recognize Chisago County's scenic features, exceptional rural ambience, historic sites as desirable local amenities which will draw outside revenue from visitors, that is vital to the local economy.*
- *Enhance Chisago County's appeal to visitors who are drawn to its rural atmosphere.*
- *Provide opportunities for new economic growth through Rural Retail Tourism businesses.*
- *Assist the County's citizens in the transition from primarily agricultural land uses, to an expanded variety of rural business opportunities as active family farming continues to diminish in Chisago County.*
- *The purpose is to provide for areas to be used for recreational camping which will not detract from surrounding land uses or natural resources and provide for the health and safety of the public using these areas.*

Factor #6 The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;

Finding #6 *See Finding #5.*

Factor #7 The proposed use will not cause traffic hazard or congestion; and
Finding #7 *It is anticipated that there will be an increase in traffic on Wile Mountain Road / CSAH 16 as guests arrive and depart from the Rural Retail Tourism (winery and gathering venue) and Commercial Recreation Area (campground) uses. However, the County Engineer was given the opportunity to review the proposed use and did not request any additional roadway improvements (i.e. turn lanes). Further, the County Engineer did not note that traffic levels, hazard or congestion were matters of concern with this application.*

Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.

Finding #8 *Of the adverse impacts identified in Factor #8, the County believes that noise associated with the Rural Retail Tourism (winery and gathering venue) and Commercial Recreation Area (campground) may be a concern to nearby properties / property owners. The property immediately west, which is a 9½-acre property developed with a single family home, is the most likely to experience any impacts that may be generated by the intensification of use at the subject site. However, the majority of campsites located near the western property boundary are situated in a heavily forested area as is the single family home on the neighboring property. It is believed that the forestation will provide a visual and sound buffer. To address noise concerns, the County is requiring, as a condition of this CUP, the observance of quiet hours from 11:00 p.m. to 7 a.m.*

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of Chisago County, Minnesota hereby recommends approval of the request for Conditional Use Permit Amendment, subject to the following conditions:

1. This Conditional Use Permit amends the Conditional Use Permits granted by the Chisago County

Board of Commissioners on July 21, 2010 (original CUP), April 18, 2018 (Amendment #1) and April 21, 2021 (Amendment #2) granting approval of Rural Retail Tourism and Commercial Recreation Area uses in the AG District. The specific uses allowed under this CUP include a winery and gathering venue (to include specific uses such as wine tastings, weddings, dances, general gatherings, and other social or corporate activities) and a Recreational Camping Area. This CUP does not include approval of a Microbrewery, as had been approved in 2018. The conditions contained in this CUP supersede all previously approved conditions on the dates provided above.

2. The property shall be developed and used in accordance with the site plan and written narrative stamp dated received January 25, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
3. This CUP shall allow year-round use of the property for Rural Retail Tourism purposes (winery and gathering venue) seven days a week from 12:00 p.m. to 11:00 p.m.
4. Any toxic substances generated from the Rural Retail Tourism use (winery) must be handled in accordance with MPCA standards.
5. The property is limited to a maximum of 30 campsites, including 23 single tent sites, two (2) group sites, and five (5) pop-up camper sites. No water or sewer hook-ups shall be permitted. The property owner shall be allowed to increase the current number of campsites from 13 to 20 immediately, based on current design of the septic system, and shall only be allowed to increase the number of campsites from 20 to 30 if septic system monitoring is conducted one week prior to July 4 and one week following July 4, including daily water meter readings, and favorable analysis is provided by a certified service provider to the Chisago County Department of Environmental Services.
6. This CUP shall allow seasonal camping, as a Commercial Recreation Area, May 1st through October 31st.
7. Campsites along the north and east property lines shall not be located closer than 20 feet to the property line. Further, the Commercial Recreation Area is subject to all Minnesota Department of Health setback, spacing and size requirements. When the County's setback requirements are more restrictive than the State's, the County's setbacks shall supersede.
8. The Commercial Recreation Area (campground) must adhere to the strict observance of quiet hours from 11:00 pm to 7:00 am.
9. The "Wild Vines Campground Policies", stamp dated received January 25, 2022 or as amended from time to time and provided to Chisago County Department of Environmental Services, shall be made a condition of approval. Said amended Policies shall remain sufficiently consistent as or more restrictive than the January 25, 2022 Policies.
10. The property owner shall install and continuously maintain in good repair permanent property boundary identification, such as permanent fencing and signage, between all campsites located adjacent to the western property boundary (identified on the site plan as campsite nos. 15, 1, 3, 5, 7 and 9) and the western property boundary itself. Additionally, the property owner shall install and continuously maintain in good repair permanent property boundary identification, such as fencing or landscaping, between all campsites located adjacent to the northern and eastern property boundaries (identified on the site plan as campsite nos. 14, 12, 20, 19, 24 and 23) and the northern and eastern property boundaries themselves.
11. All utilities for the Recreational Camping Area must be located underground and there shall be no overhead wires or supporting poles except those essential for lighting purposes.

12. Noise generated from any Rural Retail Tourism and/or Commercial Recreation Area use, including the playing of music, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries.
13. The maximum number of customers / guests for all uses combined, including Rural Retail Tourism and Commercial Recreation Area, shall not exceed 300 at any given time.
14. All parking shall be accommodated on-site, with supervised management of ingress and egress traffic to eliminate conflicts in traffic flow.
15. Permittee shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.
16. All food preparation and/or sales shall comply with all applicable Minnesota Department of Health regulations.
17. All liquor service shall comply with all applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
18. Signage shall be permitted and installed in accordance with Chisago County Zoning Ordinance Section 4.14.
19. The property and the uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
20. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
21. The property owner must notify the Chisago County Department of Environmental Services annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval.

Adopted by the Planning Commission of Chisago County, Minnesota, this 3rd day of February, 2022.

Kelly Corbin _____
James McCarthy _____
Frank Storm _____
John Sutcliffe _____

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Chip Yeager
Chair

ATTEST: _____
Beth Thorp
Land Services Coordinator



Chisago County Request for Board Action

Meeting Date: February 16, 2022	Item Number: 18
Title of Item for Consideration: New Restroom Facility at Checkerboard County Park	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning - Parks Division
Previous Action on this Matter: The approved 2022 CIP plan budgeted \$60,000 towards a purchase of a new restroom facility, removal of existing restroom and septic tanks, excavation for the new restroom and final outdoor surface improvements around the perimeter of new facility.	
Background: Staff solicited competitive quotes for the purchase of new restroom facility. Crest Precast submitted the attached competitive and acceptable quote. Staff highlights the attached and recommends proceeding Huffcutt Concrete, LLC. with cost of \$45,275.00, Pursuant to County Purchasing policy County Board approval is required.	
Attachments: <ul style="list-style-type: none"> Huffcutt Concrete, LLC. Quote Image and Specification plan (3 rooms) 	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the purchase of a new restroom facility at Checkerboard County Park with quote presented by Huffcutt Concrete, LLC. The suggested motion to approve is: <p style="text-align: center;"><i>"Move to approve the purchase of Custom Goldeneye restroom facility for Checkerboard County Park, Quote from Huffcutt Concrete, LLC., at a total estimated cost of \$45,275 not to exceed \$60,000 as a budgeted CIP expense"</i></p>	
Implications of Action: Approval will cause immediate ordering of the new restroom facility with a current estimated lead time of 5 months for installation.	
Budget/Financial Implications: The approved 2022 CIP plan budgeted \$60,000 towards new restroom facility, demolition and removal of existing structure, and excavation with final surface improvements.	
Legal/Policy Implications: Quotes were solicited and will be retained in accordance with the Chisago County Purchasing Policy.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



4033 123RD STREET
CHIPPEWA FALLS WI 54729
715-723-7446

Quote

Order# : 6191

Date: 01/24/2022

Billed To: COD SALE

Project:

CHISAGO COUNTY PARKS
GOLDENEYE WITH CHASE

This quote is valid for 30 days

Purchase Order#:

Description	Quantity	Price	Ext Price
GOLDENEYE W/EXTENDED CHASE VAULT TOILET	1.00	\$36,075.00	\$36,075.00
Delivery	1.00	\$2,700.00	\$2,700.00
Crane Rental, can be provided by contractor	1.00	\$6,500.00	\$6,500.00

Taxable Amount:	0.00
Sales Tax:	0.00
Quote Total	45,275.00

Taxes:

All applicable Federal, State and local taxes will be added to these prices.

Bid and Performance Bonds:

this quote does not include any bid or performance bonds. If either are required they will be added to the quote.

Professional Services/Certifications:

Architectural, structural or MEP calculations and/or stamps are not included unless specified on this quote. This quote also does not include any state manufacturer certifications/insignias. Please call for a quote if needed.

Payment Terms:

30% down payment at time of order. 30% payment at time of shipping. Balance net 30 days after invoice at time of shipment. Interest at 1.5% per month after 30 days from date of invoice unless prior arrangements have been made. Under no circumstances can retainage be held by customer.

Quotation Term:

This offer is good for 30 days from date of this quotation. Prices subject to change without notice after 30 days.

Storage:

If delivery is delayed more than 30 days after product is ready to ship, an invoice will be submitted for payment and subject to the terms above. After 60 days of storage a fee may be assessed at a rate of 1% of the total invoice per month until delivery.

Responsibilities of the Owner/General Contractor:

All excavation, elevations and permits will be the responsibility of the contractor or purchasing party.

Contractor is responsible for providing clear access for the crane and semis under their own power. These vehicles can weigh in excess of 100,000#. Clear access requires sufficient turning and maneuvering radius, suitable soil or provided alternatives to support these vehicles under their own power and free of overhead obstacles (including power lines). Additional charges may be assessed if reasonable means are not provided.

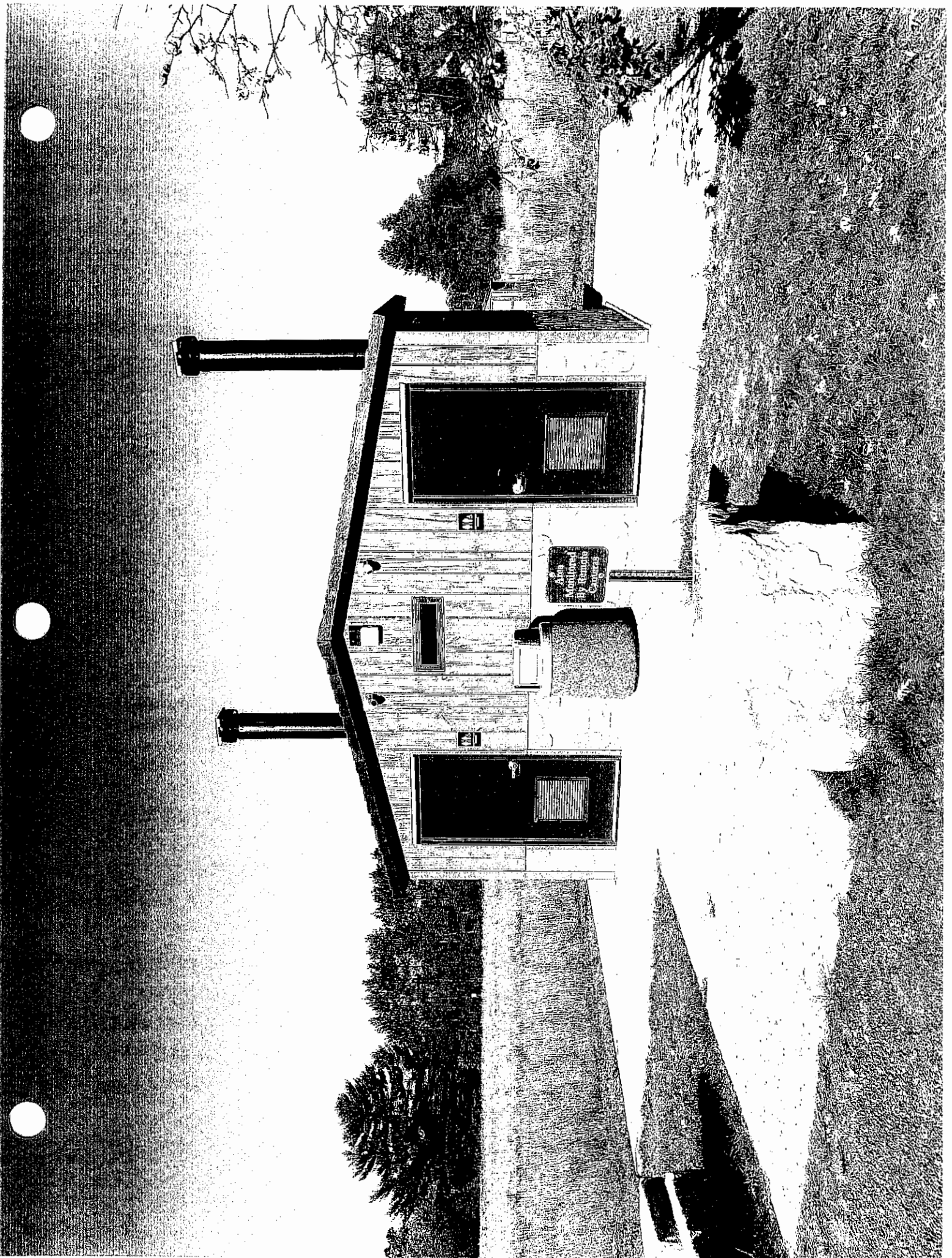
Working radius of the crane will be 35' or less with the semi sitting next to the crane. Additional charges will apply if a larger working radius is required. Crane rental may be provided by others.

Owner/General Contractor are responsible for providing a suitable foundation for the building. We can provide you with the weight of the building. Frost walls or grade beam are acceptable but you will need to determine your soil conditions and State/Local building codes.

It is the responsibility of the owner/contractor to comply with any building codes, permits and special requirements. Huffcutt Concrete, LLC can incorporate any special requirements into your building as said owner/general contractor informs Huffcutt Concrete, LLC prior to building being manufactured. Some special requirements may incur an additional charge.

Owner/General Contractor will be responsible for roughing in the plumbing supply lines, waste line, electrical, floor drains and plumbing vent lines. Huffcutt Concrete, LLC will provide you with a mechanical rough in drawing.

During the installation the contractor or owner will provide site personnel who are knowledgeable, has the authority to make decisions and resources available to make changes if necessary. Prior to setting of the building, Huffcutt Concrete, LLC will verify the foundation to be level within 1/4" and mechanical rough in locations are accurate. After the building is set Huffcutt Concrete, LLC will perform the final caulking, ridge cap, paint touch up and shipping and handling adjustments and repair. Owner/General Contractor will be responsible for the final onsite mechanical connections in the building. These include, but not limited to water supply line, waste lines, plumbing vent lines, electrical connection to the service panel and any tightening of fittings that may have loosened during shipping and handling.



ISANTI CO.-I & J ANDERSON PARK

17B-108-18 CUSTOM GOLDENEYE

PROJECT DIRECTORY

OWNER: ISANTI COUNTY PARKS & RECREATION
555 18TH AVENUE SW, CAMBRIDGE, MN 55008
CONTACT: BARRY WENDORF, PARKS DIRECTOR
763-689-8220 BARRY.WENDORF@CO.ISANTI.MN.US

BUILDING PRODUCER: HUFFCUTT CONCRETE, INC.
4154 123RD STREET, CHIPPEWA FALLS, WI 54729
CONTACT: JASON SWART (D): (715) 723-7446 (O): (715) 438-6246
JASON.SWART@THESIGHGROUP.COM

PROJECT ADDRESS: IRVING & JOHN ANDERSON PARK
27241 FURMAN STREET NE, NORTH BRANCH, MN

BUILDING CUBIC YARDS = 11.66
VAULT CUBIC YARDS = 6.44
OVERALL CUBIC YARDS = 18.10

BUILDING WEIGHT = 46,640
VAULT WEIGHT = 25,760
OVERALL WEIGHT = 72,400

FINISHES SCHEDULE

CALL OUT	FORMLINER	TYPE	COLOR	COMMENTS
INTERIOR		SATIN ACRYLIC	CUSTOM NP1	
LOWER EXTERIOR	SHALLOW FIELDSTONE	SATIN ACRYLIC	HUFFCUTT CUSTOM	NO REDS, MORE EARTH TONE PER CUSTOMER REQUEST
LOWER EXTERIOR COLUMN CORNER	SANDBLAST-MEDIUM	SATIN ACRYLIC	STURDY BROWN SW6097	
UPPER EXTERIOR	BARNWOOD (12")	SATIN ACRYLIC	STURDY BROWN SW6097	
UPPER EXTERIOR COLUMN CORNER	WOODGRAIN	SATIN ACRYLIC	STURDY BROWN SW6097	
ROOF	CEDAR SHAKE APPEARANCE	SATIN ACRYLIC	DARK CLOVE SW9183	
FLOOR	TABLE	AQUANIL PLUS 40	N/A	

VENT SCHEDULE

CALL OUT	SIZE		MATERIAL	SCREEN OR LOUVERS	QTY.	COMMENTS
	WIDTH	HEIGHT				
1	12"	15'-0"	POLY.	N/A	2	ISCO INDUSTRIES HDPE PIPE
2	18"	18"	18 GA. CRS	INVERTED SPLIT "Y"	3	DOOR AIR LOUVERS
3			P.C. ALUMINUM	INCLUDED	2	AURA SOLAR POWERED VENT FAN

DOOR SCHEDULE

CALL OUT	SWING	SIZE		DOOR		FRAME			COLOR	HARDWARE
		WIDTH	HEIGHT	MAT.	LOUV.	MAT.	CORE	THICK.		
1	LHR	3'-0"	6'-8"	STEEL	YES	STEEL	LEVER	3 1/4"	DARK CLOVE SW9183	GROUP 1
2	RHR	3'-0"	6'-8"	STEEL	YES	STEEL	LEVER	3 1/4"	DARK CLOVE SW9183	GROUP 1
3	RHR	3'-0"	6'-8"	STEEL	YES	STEEL	LEVER	3 1/4"	DARK CLOVE SW9183	GROUP 2

HARDWARE GROUP 1

SCHLAGE ND MECHANICAL LEVER CORRIDOR LOCK (ND73PD) RHODES (RHO) SATIN CHROME (US26D)
REESE ENTERPRISES SADDLE THRESHOLD (S204A) ALUMINUM
REESE ENTERPRISES NYLON BRUSH DOOR SWEEP (962C) ALUMINUM
REESE ENTERPRISES RAIN DRIP (R201A) ALUMINUM
IVES FULL MORTISE HINGES (5BB1), NON-REMOVABLE PINS (NRP), STAINLESS STEEL (A5112)
CAL-ROYAL DOOR CLOSER (900 SERIES) W/OPTIONAL SOLID FORGED STEEL MAIN ARM & FORARM (SPAS/900)

HARDWARE GROUP 2

FALCON T SERIES EXTRA HEAVY DUTY, GRADE 1 STOREROOM (T581) RHODES (RHO) SATIN CHROME (US26D)
REESE ENTERPRISES SADDLE THRESHOLD (S204A) ALUMINUM
REESE ENTERPRISES NYLON BRUSH DOOR SWEEP (962C) ALUMINUM
REESE ENTERPRISES RAIN DRIP (R201A) ALUMINUM
IVES FULL MORTISE HINGES (5BB1), NON-REMOVABLE PINS (NRP), STAINLESS STEEL (A5112)
CAL-ROYAL DOOR CLOSER (900 SERIES) W/OPTIONAL SOLID FORGED STEEL MAIN ARM & FORARM (SPAS/900)

WINDOW SCHEDULE

CALL OUT	SIZE		COMPANY	EXT. COLOR	GLASS OR VINYL BUG SCREEN	QTY.	COMMENTS
	WIDTH	HEIGHT					
1	30"	12"	PARCO	MOCHA	VINYL BUG SCREEN	5	

INTERIOR HARDWARE SCHEDULE

DESCRIPTION	COMPANY	SIZE	MODEL	QTY.
TOILET SEAT	BEMIS	ELONGATED	1955CT	2
POLYETHYLENE TOILET RISER	ROMTEC	17"H x 22 1/2"D TO 18 1/2"W OVAL	9562	2
GRAB BAR	BRADLEY	18", 36", 42"	N/A	2 OF EACH
TOILET PAPER HOLDER	ROYCE ROLLS	3 ROLLS	TP-3	2

ELECTRICAL SCHEDULE

DESCRIPTION	COMPANY	MODEL	QTY.
SERVICE PANEL	SCHNEIDER ELECTRIC	SDB CQ612LHUBB LC 1PH 300A MLO 12 CEN 3MR	1
INTERIOR LIGHT	RAB	VAN1FS13 (LED)	2
MOTION SENSOR	ACUITY CONTROLS	CMR 9	2
CHASE LIGHT	LITHONIA LIGHTING	GENERAL PURPOSE 4' STRIP	1
REPLACEMENT LED BULBS	SYLVANIA	SUBSTITUTE LED T8	2
RIOR LIGHT	RAB	WPTLED12N-D10-PC2	1



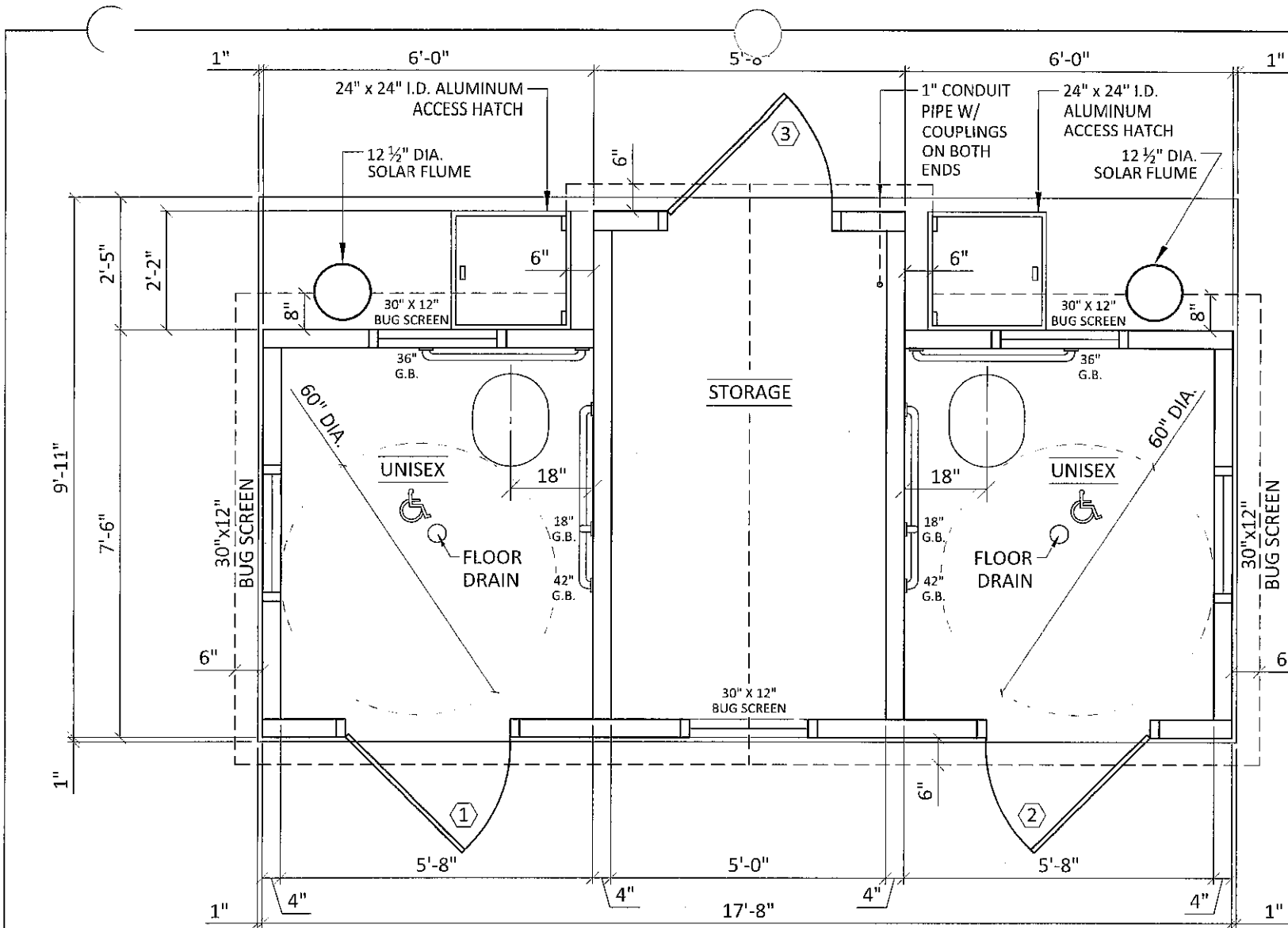
PRELIMINARY DRAWINGS	03/27/19
SUBMITTAL DRAWINGS	03/27/19
CHECK SET	03/28/19
PRODUCTION DRAWINGS	04/01/19
DRAWINGS UPDATED	04/15/19

4154 123rd STREET
CHIPPEWA FALLS, WI 54729
(715) 723-7446 * (800) 924-1516
FAX (715) 723-7111 * www.huffcutt.com

HUFFCUTT
CONCRETE, INC.
N.P.C.A. CERTIFIED PLANT

PROJECT:
ISANTI CO.-I & J ANDERSON
PARK 17B-108-18

1.01



1 FLOOR PLAN
SCALE: 3/8" = 1'-0"



PRELIMINARY DRAWINGS	03/27/19
SUBMITTAL DRAWINGS	03/27/19
CHECK SET	03/28/19
PRODUCTION DRAWINGS	04/04/19
DRAWINGS UPDATED	04/15/19

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ACCESSIBILITY NOTES AND REQUIREMENTS

GENERAL:

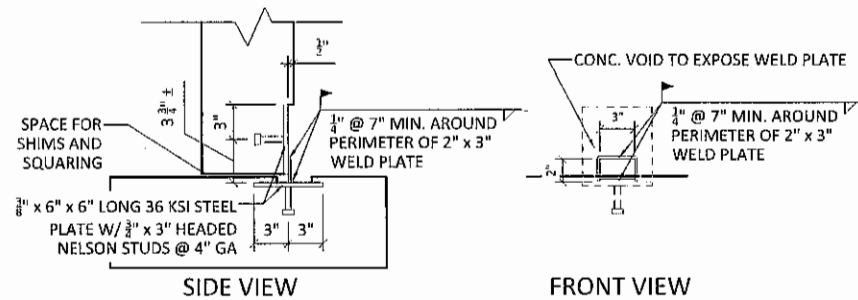
- ALL DOORS 31 3/4" MIN. CLEAR WIDTH, AND 1/2" MAX. THRESHOLD.
- ALL DOORS TO HAVE LEVER HANDLES @ 34" TO 48" ABOVE FINISHED FLOOR.
- PROVIDE 16" MIN. CLEAR TO LATCH SIDE OF ENTRANCE DOORS.
- ALL SWITCHES, RECEPTACLES, OUTLETS, AND CONTROLS TO BE 15" TO 44" HIGH, AND SHALL BE OPERABLE WITH ONE HAND.
- INSTALL PROTECTIVE COVERING ON ALL EXPOSED PIPES.

RESTROOM:

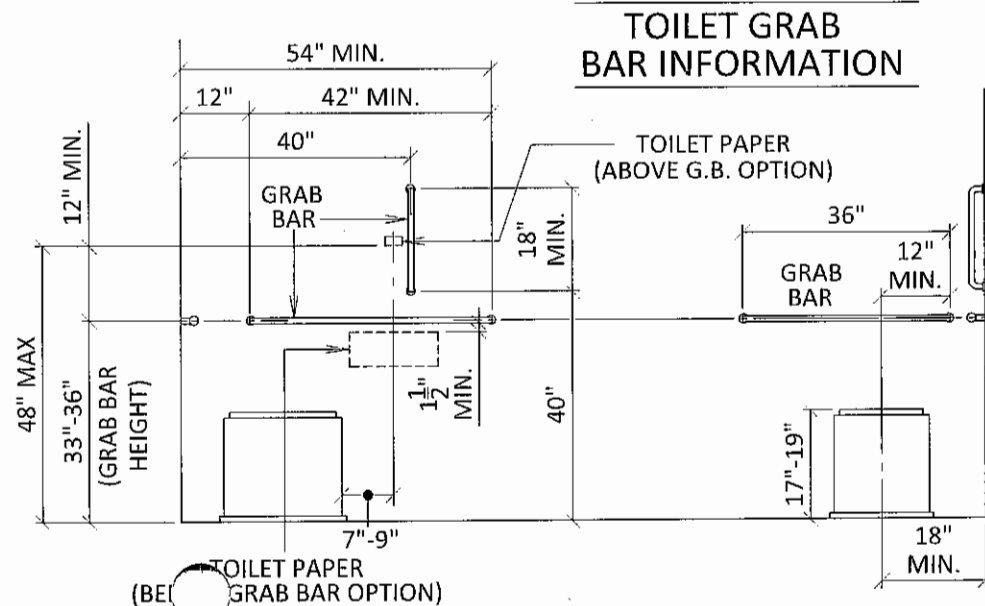
- PROVIDE 6" MIN. WATERPROOF BASE TRIM.
- MIN. 30" x 48" CLEAR SPACE IN FRONT OF ALL BATH FIXTURES.

GRAB BARS:

- ALL GRAB BARS SHALL BE 1 1/4" TO 1 1/2" DIAMETER STAINLESS STEEL.
- SPACE BETWEEN GRAB BAR & ADJACENT WALL, OR PARTITIONS, SHALL BE 1 1/2".
- FASTENERS AND MOUNTING SUPPORTS SHALL WITHSTAND 250 LB MIN. POINT LOAD.
- GRAB BARS SHALL NOT ROTATE WITHIN THEIR FITTINGS.



WELD PLATE CONNECTION DETAILS (TYP.)



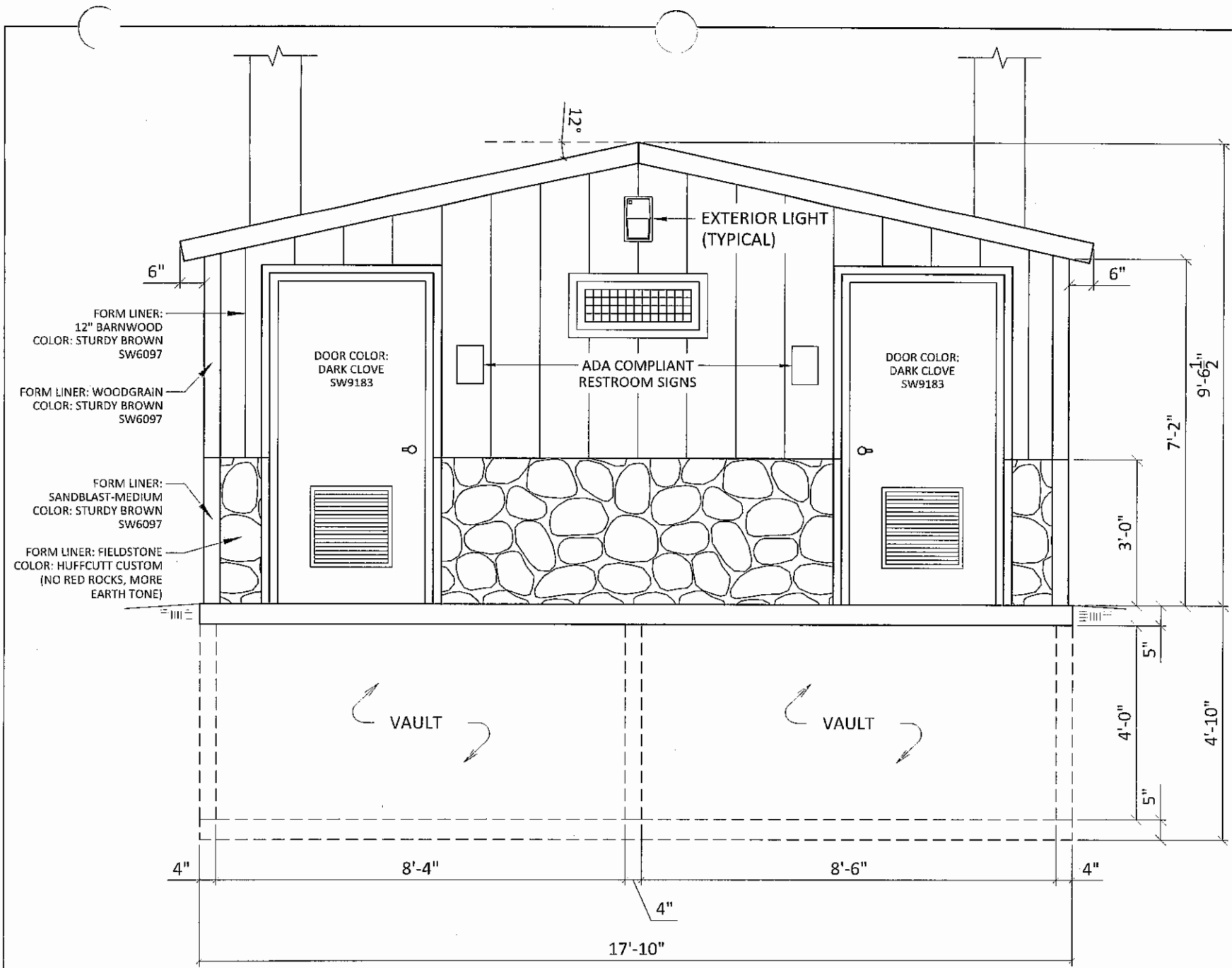
PRELIMINARY DRAWINGS	03/27/19
SUBMITTAL DRAWINGS	03/27/19
CHECK SET	03/28/19
PRODUCTION DRAWINGS	04/01/19
DRAWINGS UPDATED	04/15/19

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PROJECT:
ISANTI CO.-I & J ANDERSON
PARK 17B-108-18



1 FRONT ELEVATION
SCALE: 3/8" = 1'-0"



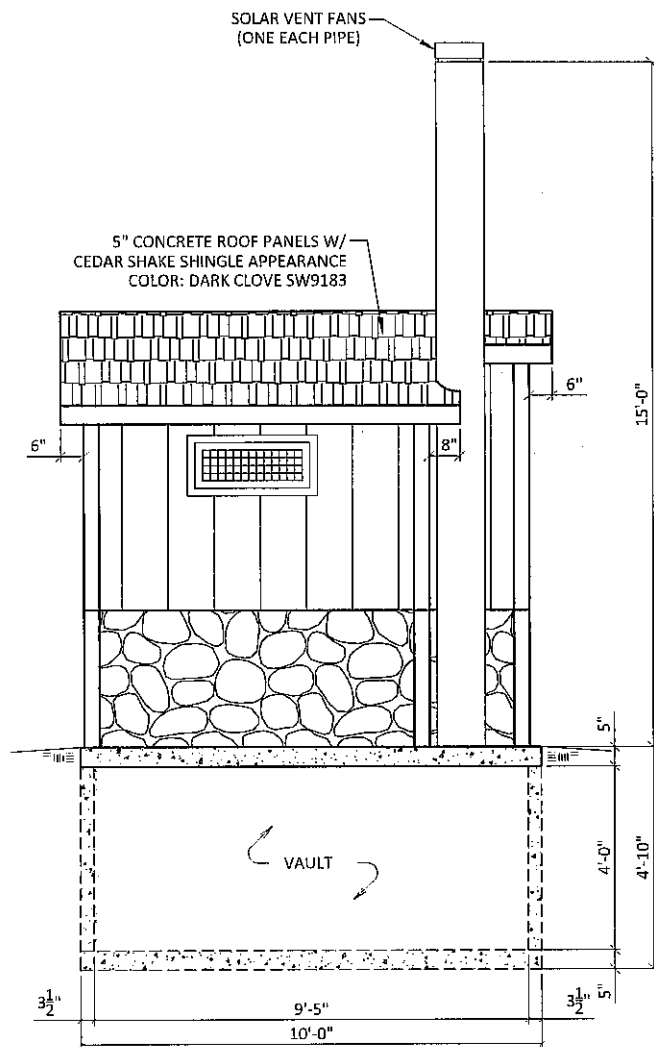
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SUBMITTAL DRAWINGS	03/27/19
CHECK SET	03/28/19
PRODUCTION DRAWINGS	04/03/19
DRAWINGS UPDATED	04/15/19

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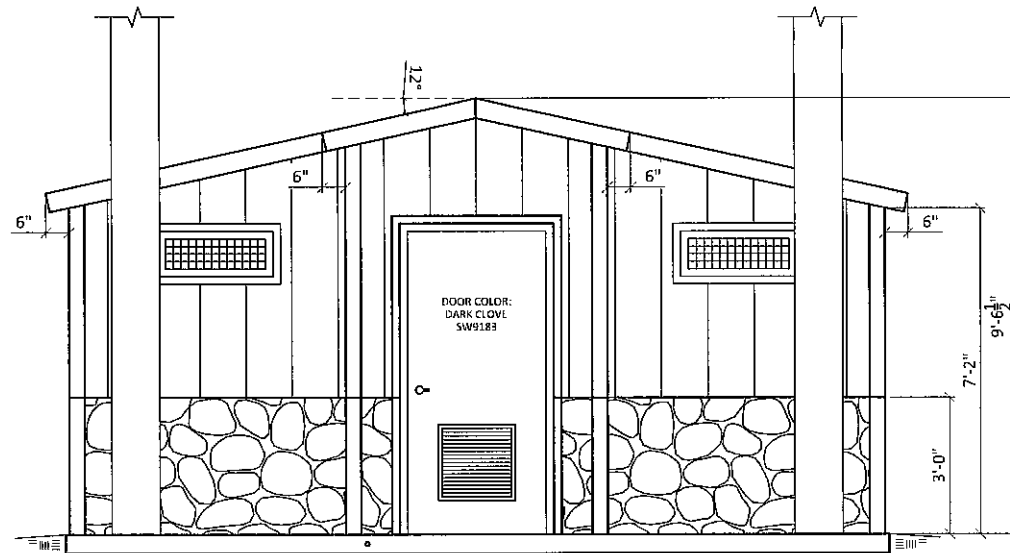
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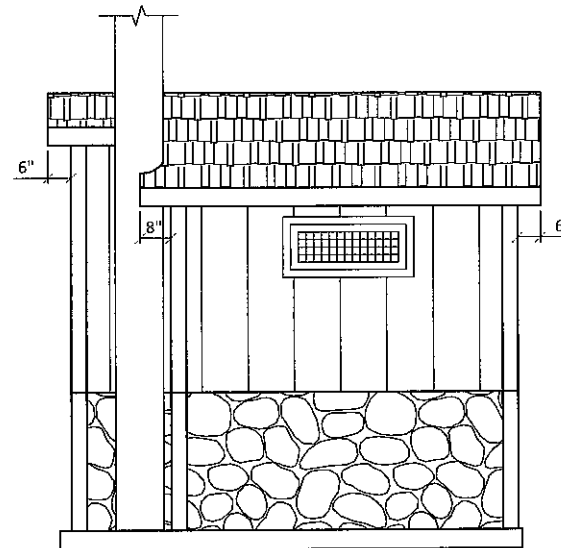
PROJECT:
ISANTI CO.-I & J ANDERSON
PARK 17B-108-18



① RIGHT ELEVATION
SCALE 1/4" = 1'-0"



② REAR ELEVATION
SCALE 1/4" = 1'-0"



③ LEFT ELEVATION
SCALE 1/4" = 1'-0"



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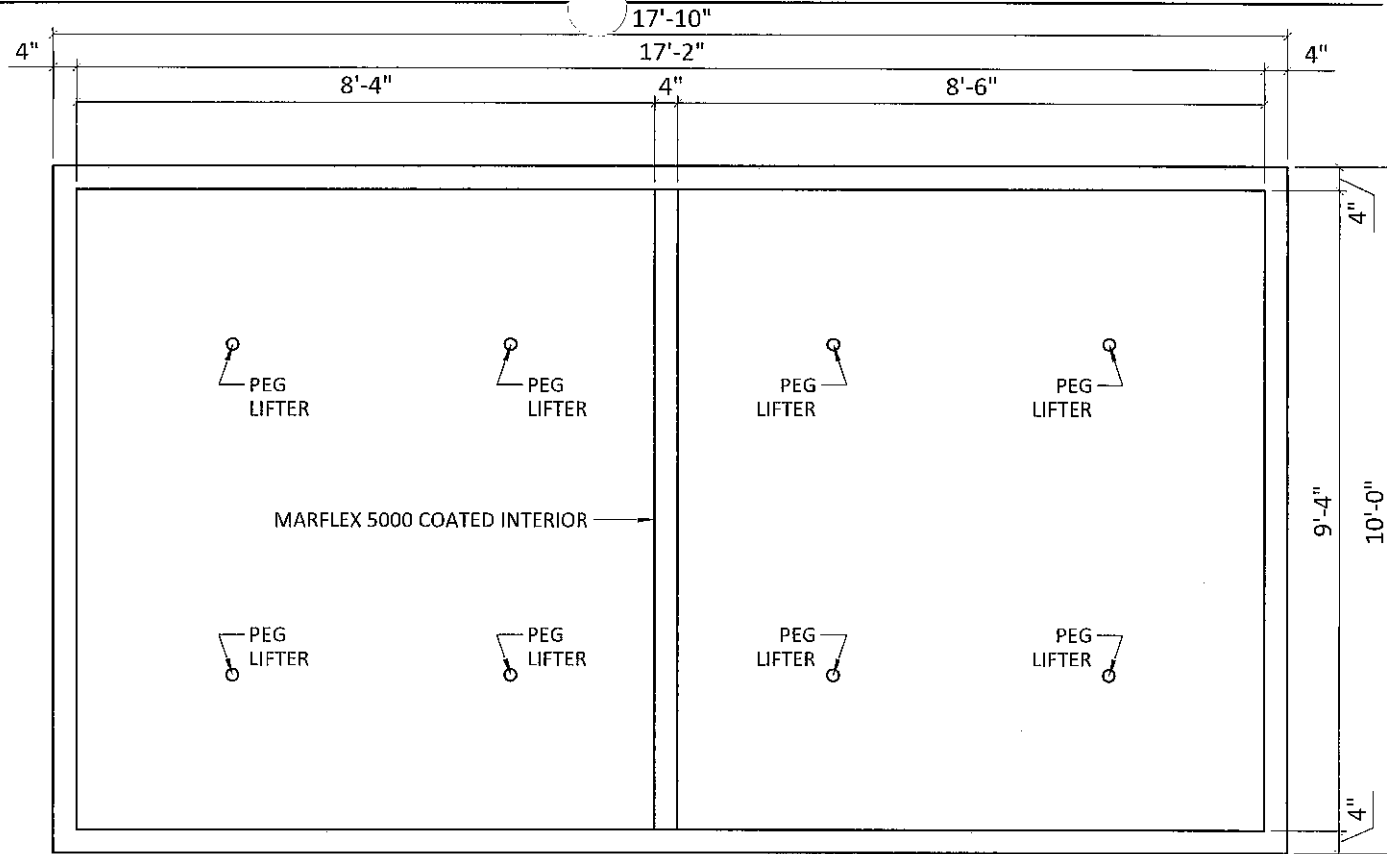
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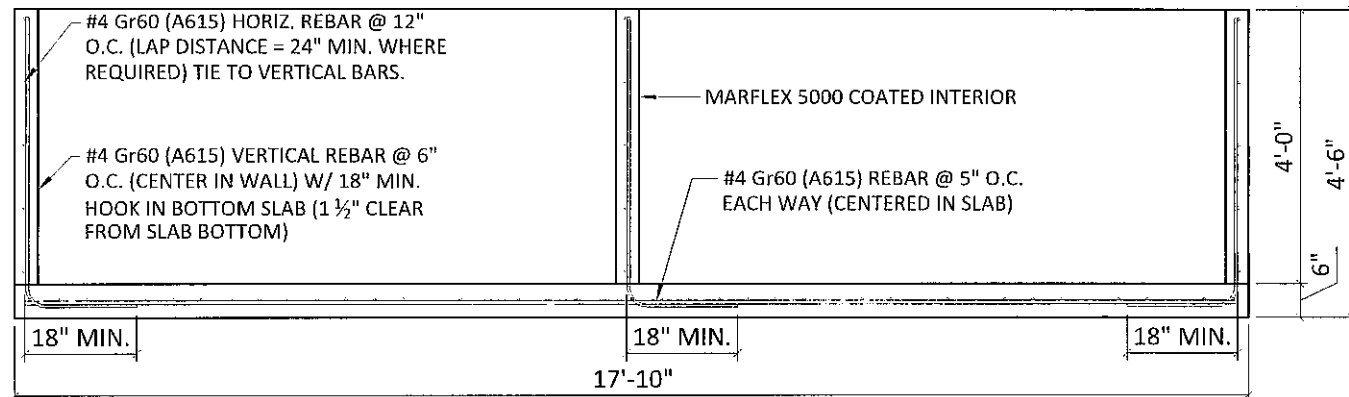
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USE GRADE (A615) REBAR
 $H = \pm 1"$ $V = \pm \frac{1}{2}"$
 CONC. = 5,000 PSI @ 28 DAYS



① VAULT PLAN VIEW
 SCALE: 3/8" = 1'-0"



② VAULT SECTION VIEW
 SCALE: 3/8" = 1'-0"

VAULT FLOOR CUBIC YARD = 3.30
 VAULT FLOOR WEIGHT = 13,200 LBS

VAULT WALLS CUBIC YARD = 3.14
 VAULT WALLS WEIGHT = 12,560 LBS

VAULT CUBIC YARD = 6.44
 VAULT WEIGHT = 25,760 LBS



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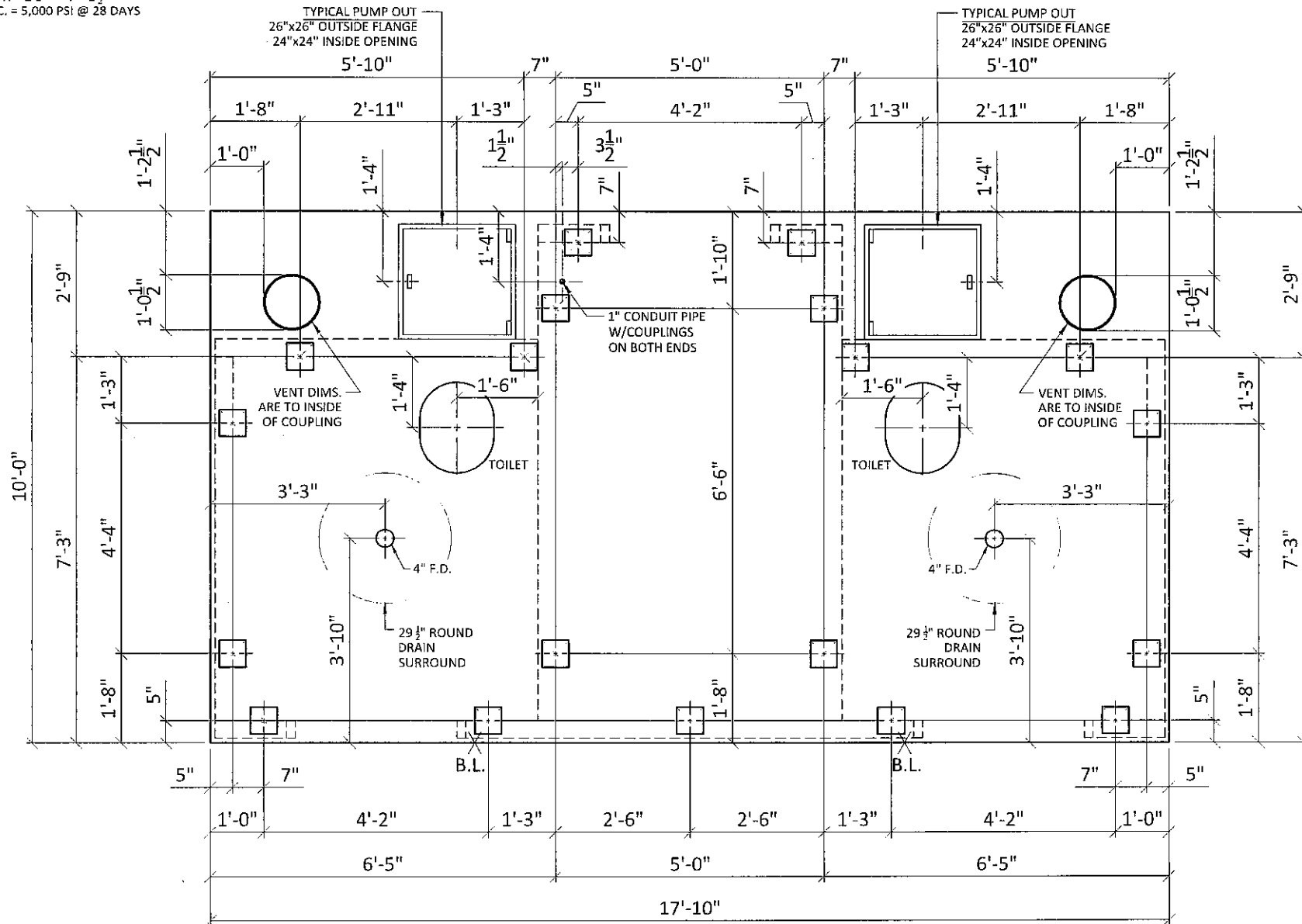
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A1.06

USE GRADE 60 (A615) REBAR
H = ± 1" V = ± 1/2"
CONC. = 5,000 PSI @ 28 DAYS



① FLOOR PANEL LAYOUT & WELD PLATES

SCALE: 3/8" = 1'-0"

B.L. X = BURKE LIFTER

□ = WELD PLATE ON OPPOSITE SIDE

6" THICK FLOOR SLAB IS FLIPPED FOR PRODUCTION

SLAB CUBIC YARDS = 3.30
SLAB WEIGHT = 13,200 LB



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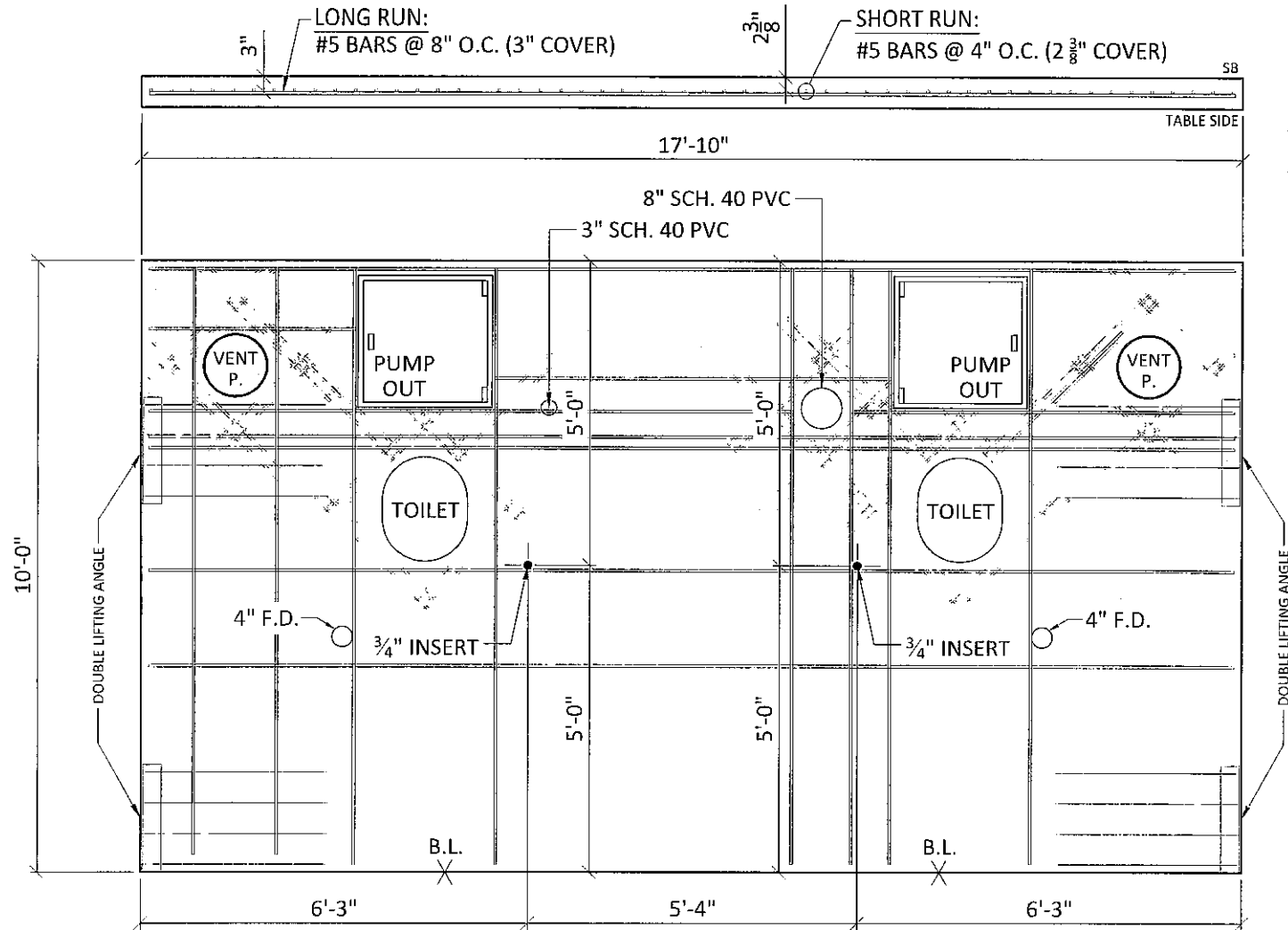
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USE GRADE (5) REBAR
 H = ± 1" V = ± 1"
 CONC. = 5,000 PSI @ 28 DAYS

NOTE: ADD ½" GREASED & COATED POST TENSION CABLE



ADDITIONAL BAR NOTES:
 (1) ADDITIONAL BAR ADJACENT TO ALL OPENING SIDES (6" OR LARGER)
 (2) #4 BARS x 36" AT CORNERS OF OPENINGS

1 FLOOR PANEL LIFTER LAYOUT

SCALE: 3/8" = 1'-0"

B.L. X = BURKE LIFTER

6" THICK FLOOR SLAB IS FLIPPED FOR PRODUCTION



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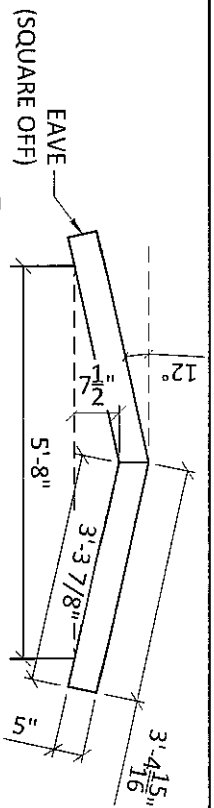
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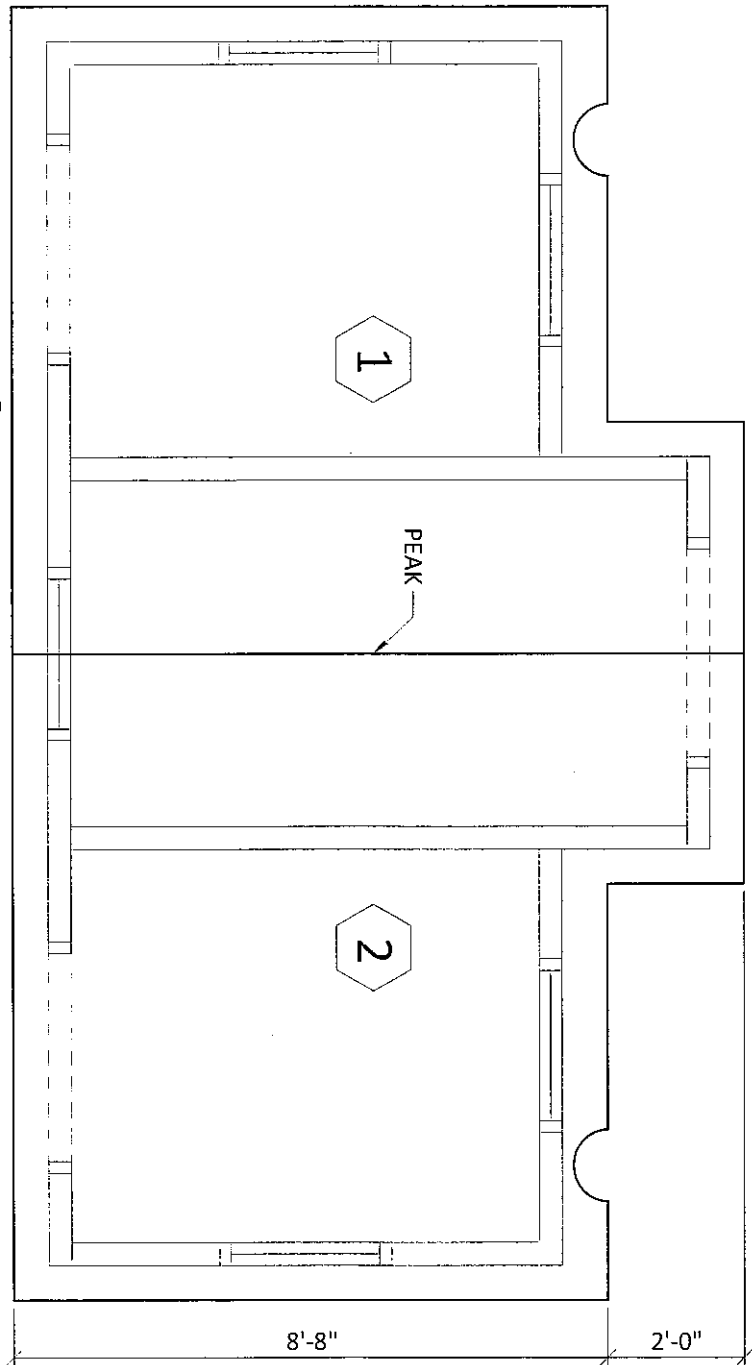
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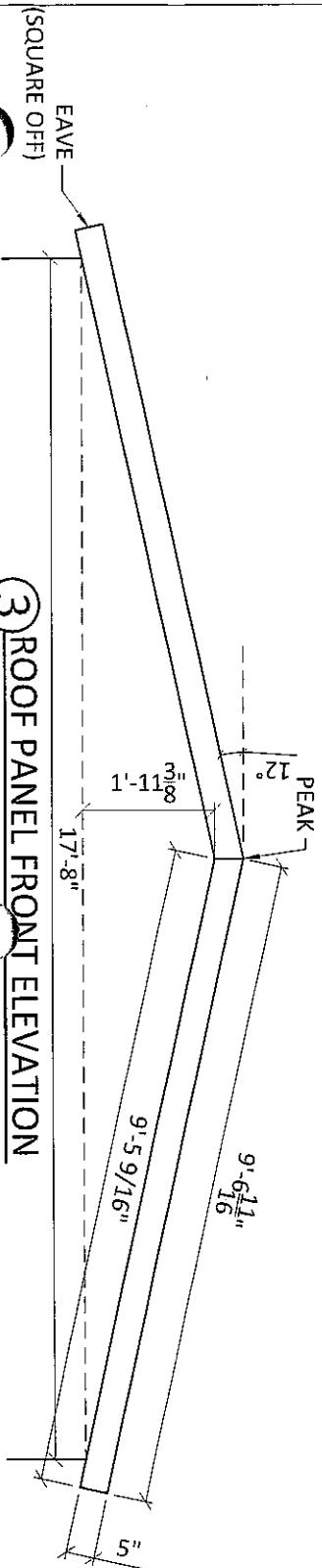
A1.08



1 ROOF PANEL REAR ELEVATION
SCALE: 3/8" = 1'-0"



2 ROOF PANEL REFERENCE PLAN
SCALE: 3/8" = 1'-0"



3 ROOF PANEL FRONT ELEVATION
SCALE: 3/8" = 1'-0"

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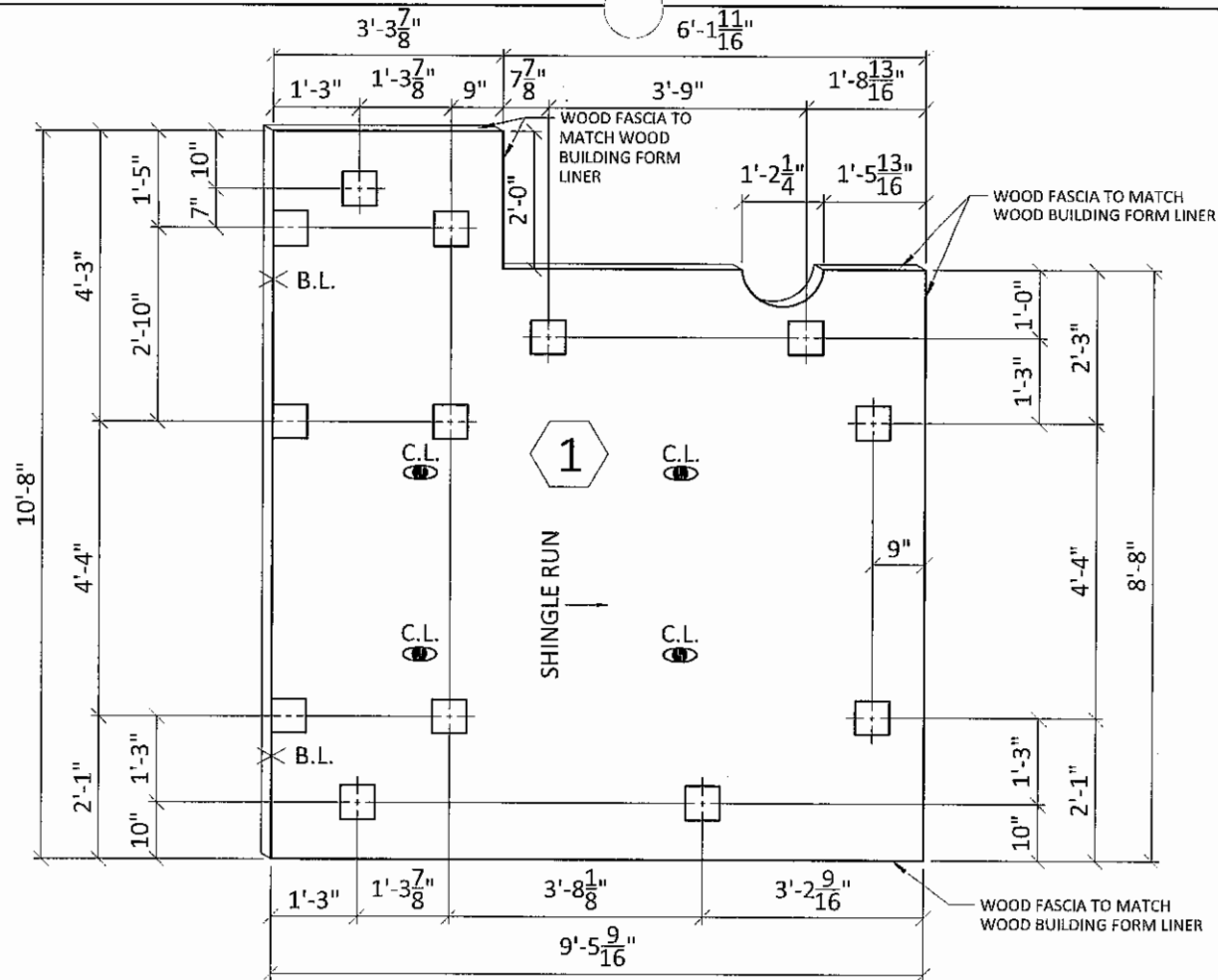
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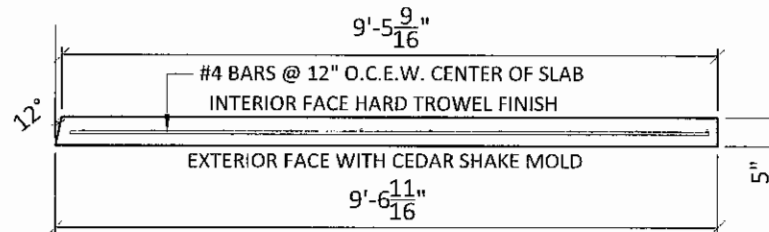
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USE GRADE #15 REBAR
 $H = \pm 1"$ $V = \pm \frac{1}{2}"$
 CONC. = 5,000 PSI @ 28 DAYS



① ROOF PANEL "1"
 SCALE: 3/8" = 1'-0"



② ROOF PANEL "1" SECTION
 SCALE: 3/8" = 1'-0"

ADDITIONAL BAR NOTES:

- (1) ADDITIONAL BAR ADJACENT TO ALL OPENING SIDES (6" OR LARGER)
- (2) #4 BARS x 36" AT CORNERS OF OPENINGS

B.L. X = BURKE LIFTER
 C.L. (circle with dot) = COIL LIFTER

5" THICK ROOF SLAB IS FLIPPED FOR PRODUCTION

SLAB CUBIC YARD = 1.38
 SLAB WEIGHT = 5,520 LBS



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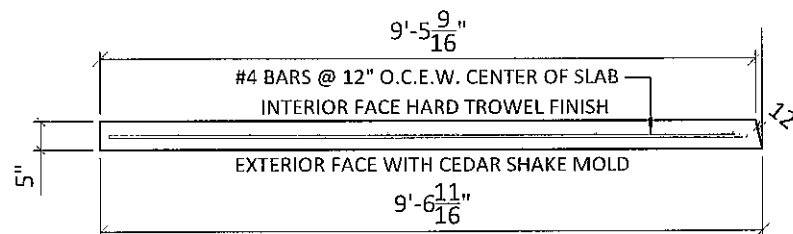
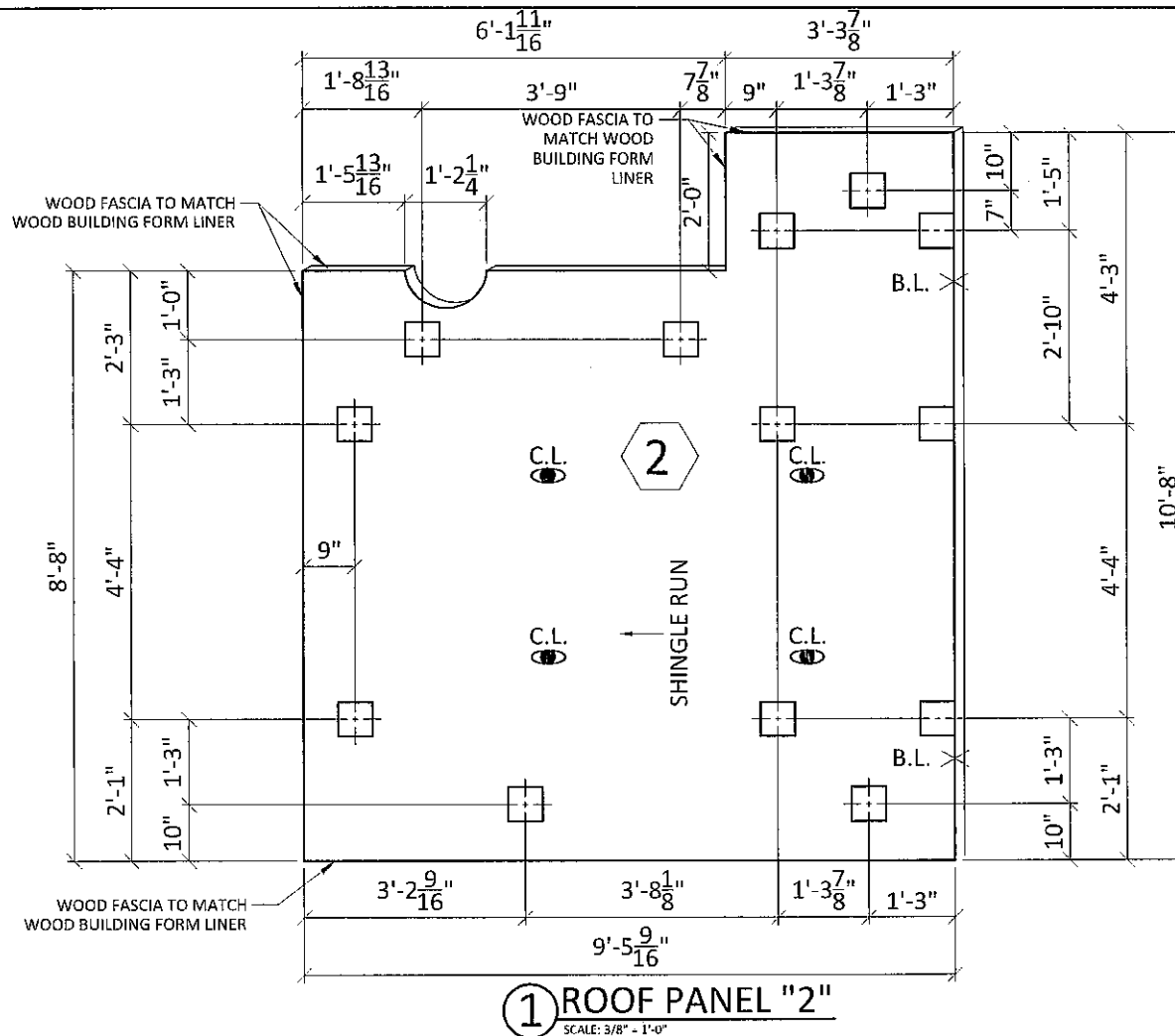
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PROJECT:
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USE GRADE 60 (A615) REBAR

H = ± 1" V = ± 1/2"
CONC. = 5,000 PSI @ 28 DAYS



2 ROOF PANEL "2" SECTION

SCALE: 3/8" = 1'-0"

ADDITIONAL BAR NOTES:

(1) ADDITIONAL BAR ADJACENT TO ALL
OPENING SIDES (6" OR LARGER)

(2) #4 BAR 36" AT CORNERS OF OPENINGS

B.L. X = BURKE LIFTER

C.L. = CENTER

5" THICK ROOF SLAB IS FOR PRODUCTION

SLAB CUBIC YARD = 1.38
SLAB WEIGHT = 5,520 LB



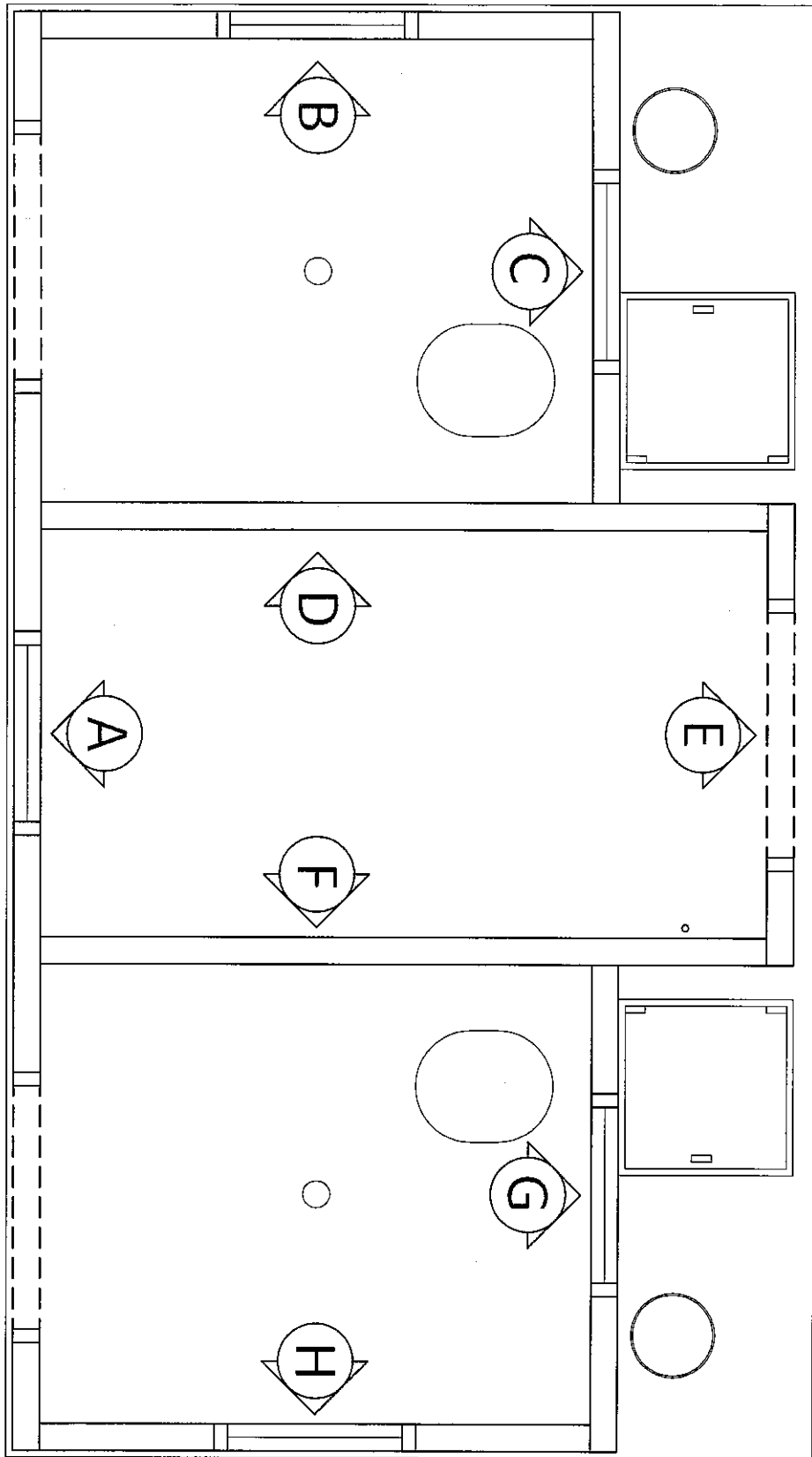
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1.11



1 WALL PANEL REFERENCE PLAN

SCALE: 1/2" = 1'-0"

A1.12

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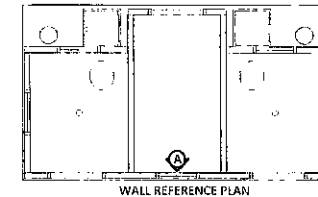
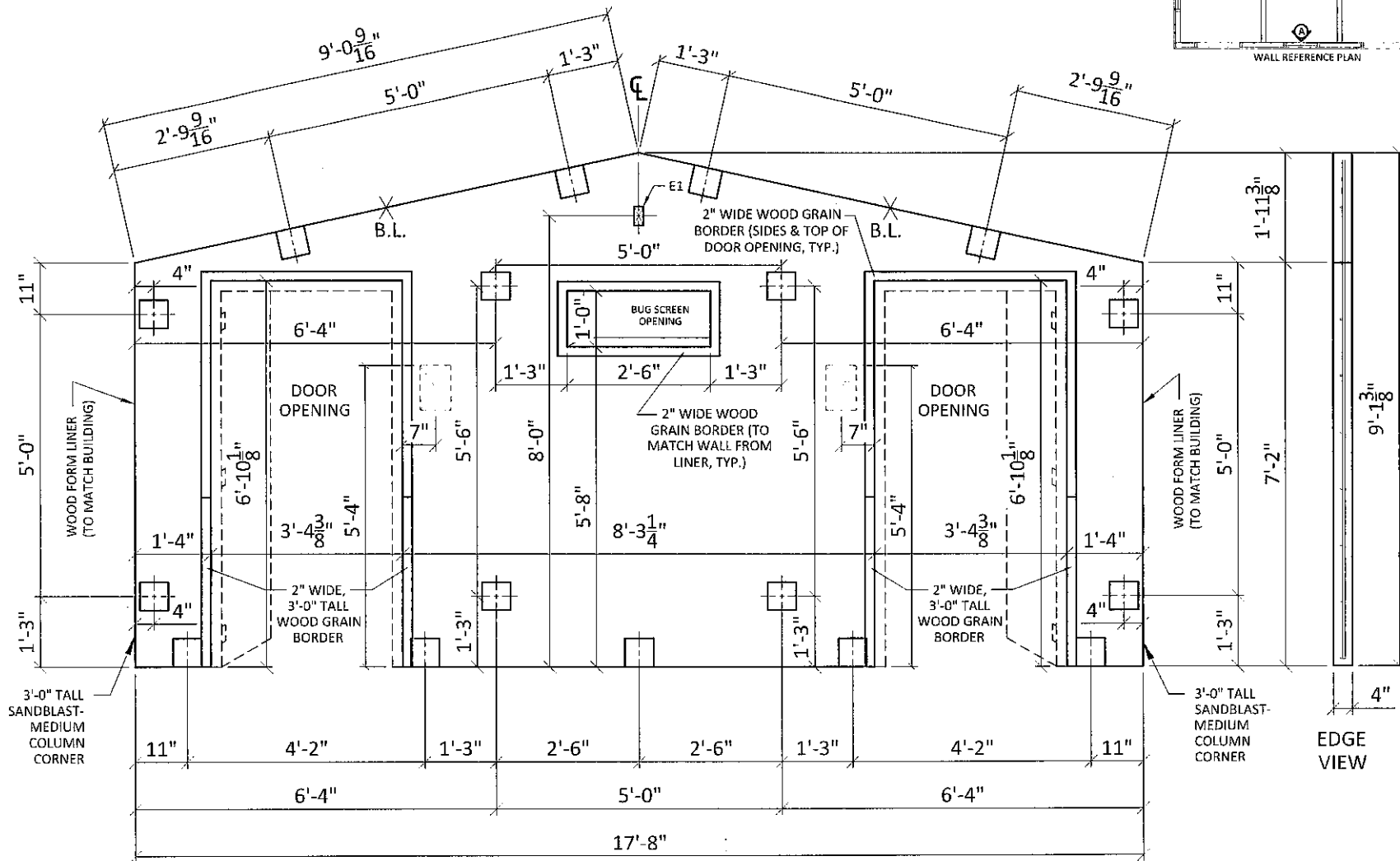
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1 WALL PANEL "A"

SCALE: 3/8" = 1'-0"

E1 = 2"x4" ELECTRICAL BOX - REAR FACE

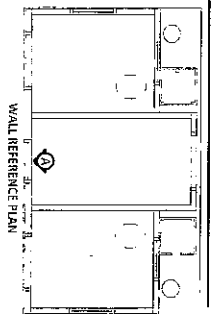
B.L. = BURKE LIFTER

6 1/2" WIDE X 9 1/2" TALL FLAT SPOT ON EXTERIOR OF WALL (FOR HCP. RR SIGN)

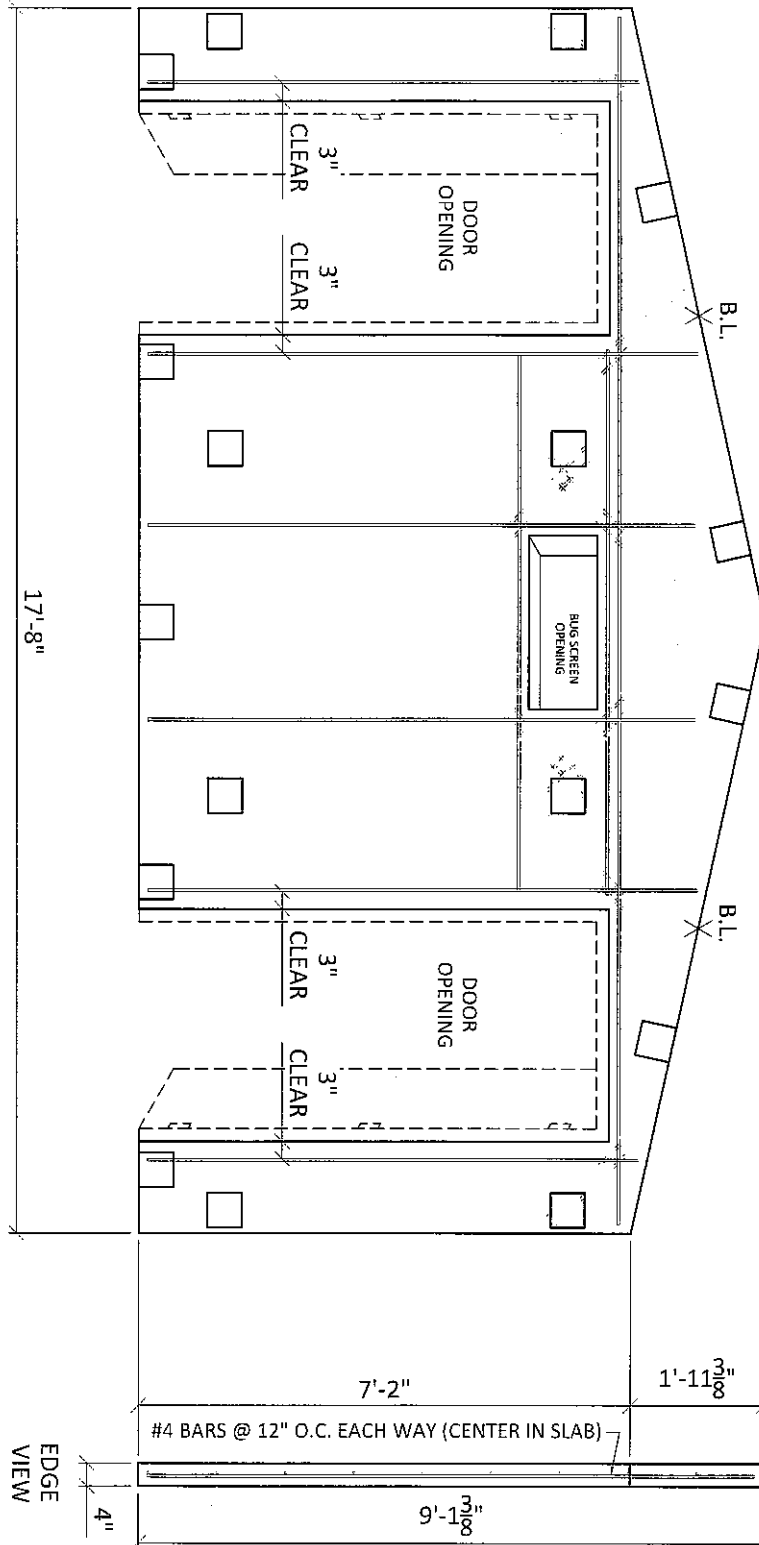
SLAB CUBIC YARD = 0.94
SLAB WEIGHT = 3,760 LB

USE GRADE
H = ± 1' V = ± 1/4"
CONC. = 5,000 PSI @ 28 DAYS

5) REBAR



WALL REFERENCE PLAN



EDGE
VIEW

1 WALL PANEL "A" REBAR

SCALE: 3/8" = 1'-0"

B.L. X = BURKE LIFTER

- ADDITIONAL BAR NOTES:
- (1) ADDITIONAL BAR ADJACENT TO ALL OPENING SIDES (6" OR LARGER)
 - (2) #4 BARS X 36" AT CORNERS OF OPENINGS

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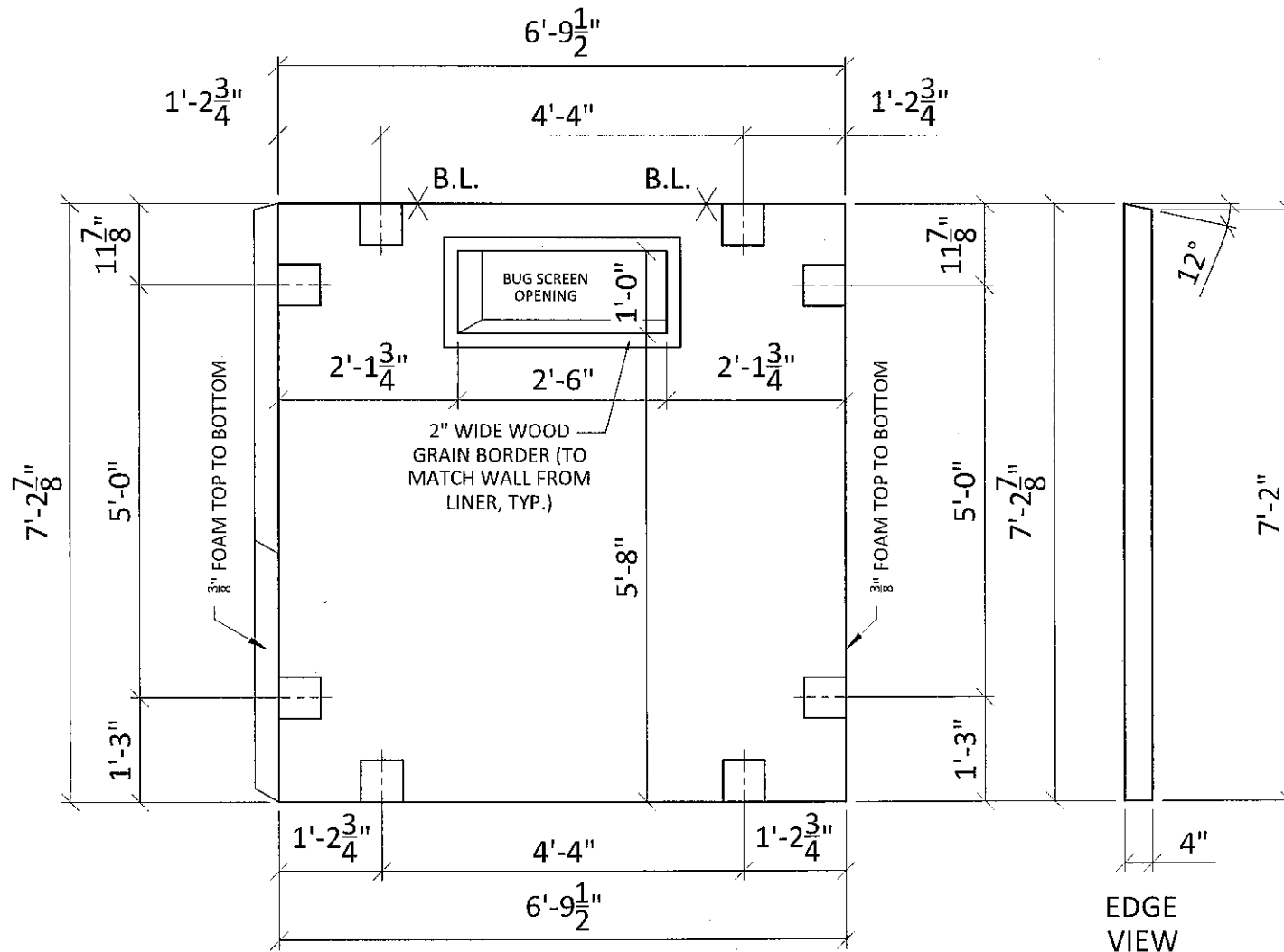
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A1.14

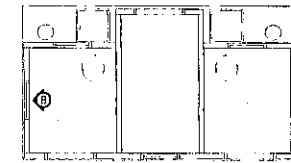


1 WALL PANEL "B"

SCALE: 1/2" = 1'-0"

B.L. X = BURKE LIFTER

SLAB CUBIC YARD = 0.57
SLAB WEIGHT = 2,280 LB



WALL REFERENCE PLAN



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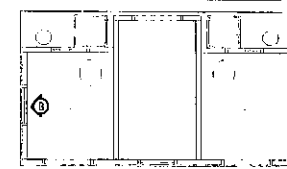
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USE GRADE J (A615) REBAR
 H = ± 1" V = ± 1"
 CONC. = 5,000 PSI @ 28 DAYS



WALL REFERENCE PLAN



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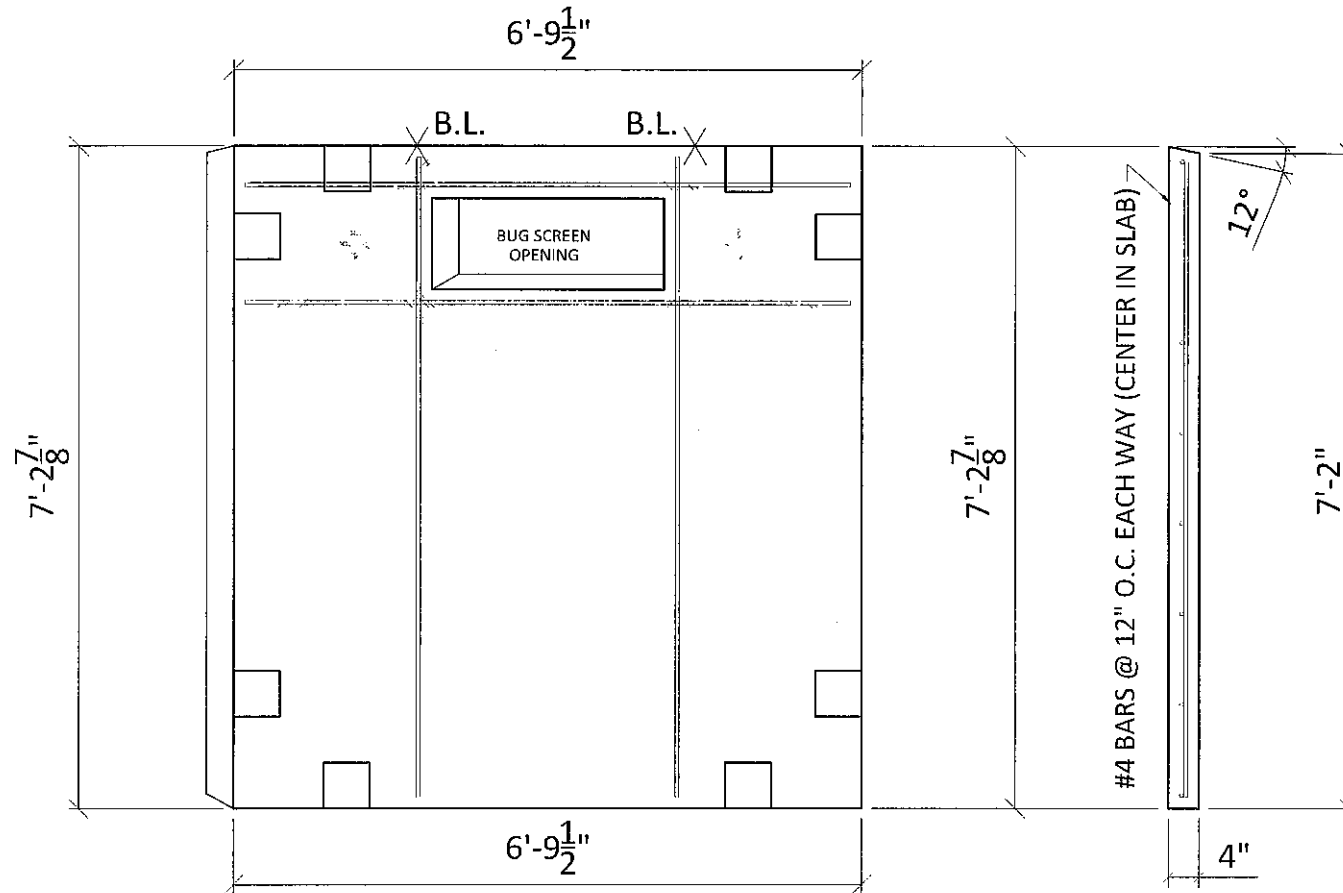
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A1.16



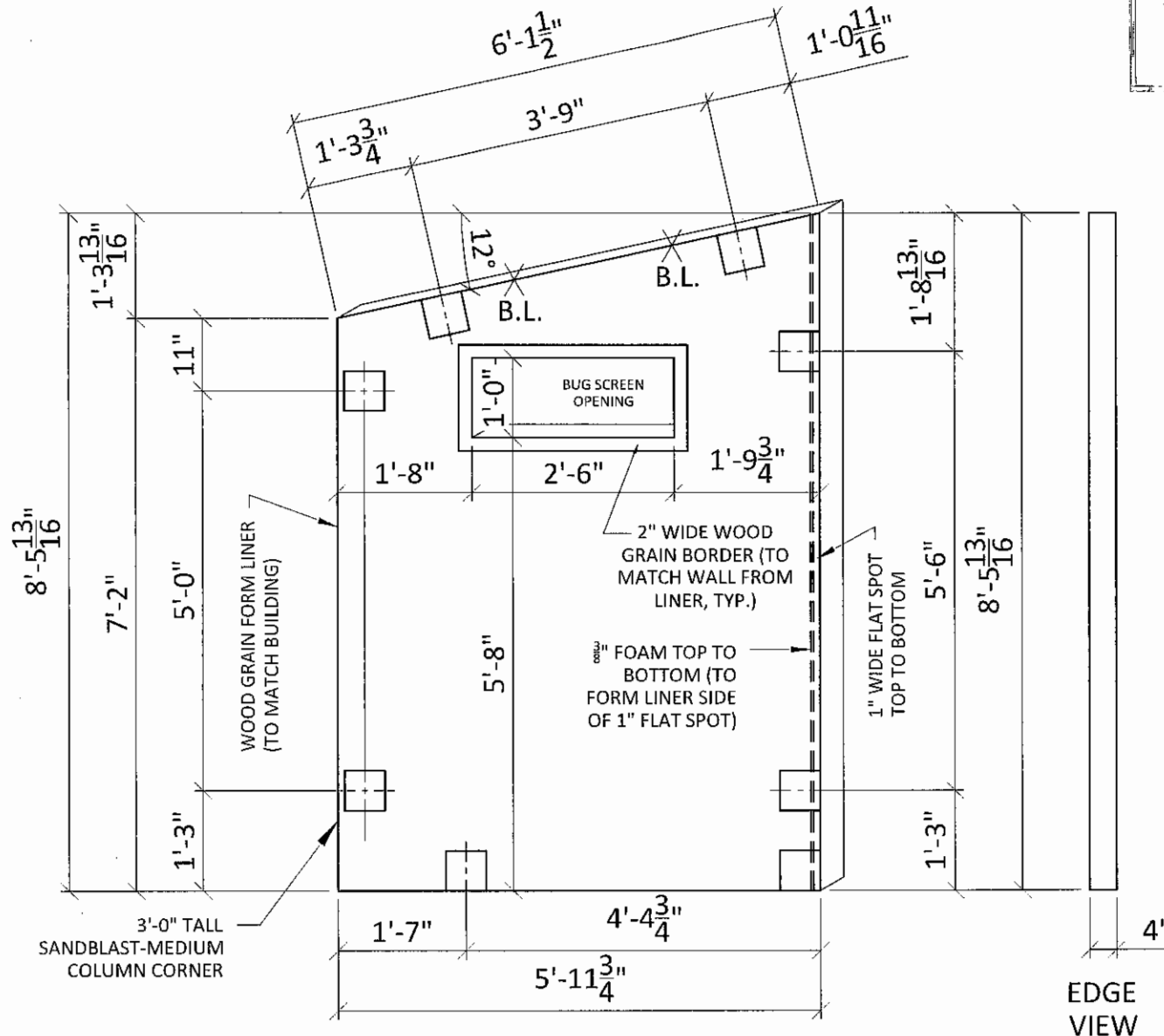
1 WALL PANEL "B" REBAR

SCALE: 1/2" = 1'-0"

B.L. X = BURKE LIFTER

ADDITIONAL BAR NOTES:

- (1) ADDITIONAL BAR ADJACENT TO ALL OPENING SIDES (6" OR LARGER)
- (2) #4 BARS x 36" AT CORNERS OF OPENINGS

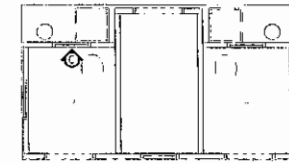


1 WALL PANEL "C"

SCALE: 1/2" = 1'-0" 4" THICK WALL PANEL

B.L. X = BURKE LIFTER

SLAB CUBIC YARD = 0.55
SLAB WEIGHT = 2,200 LB.



WALL REFERENCE PLAN



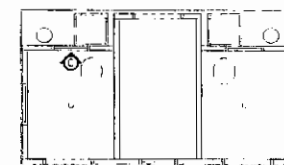
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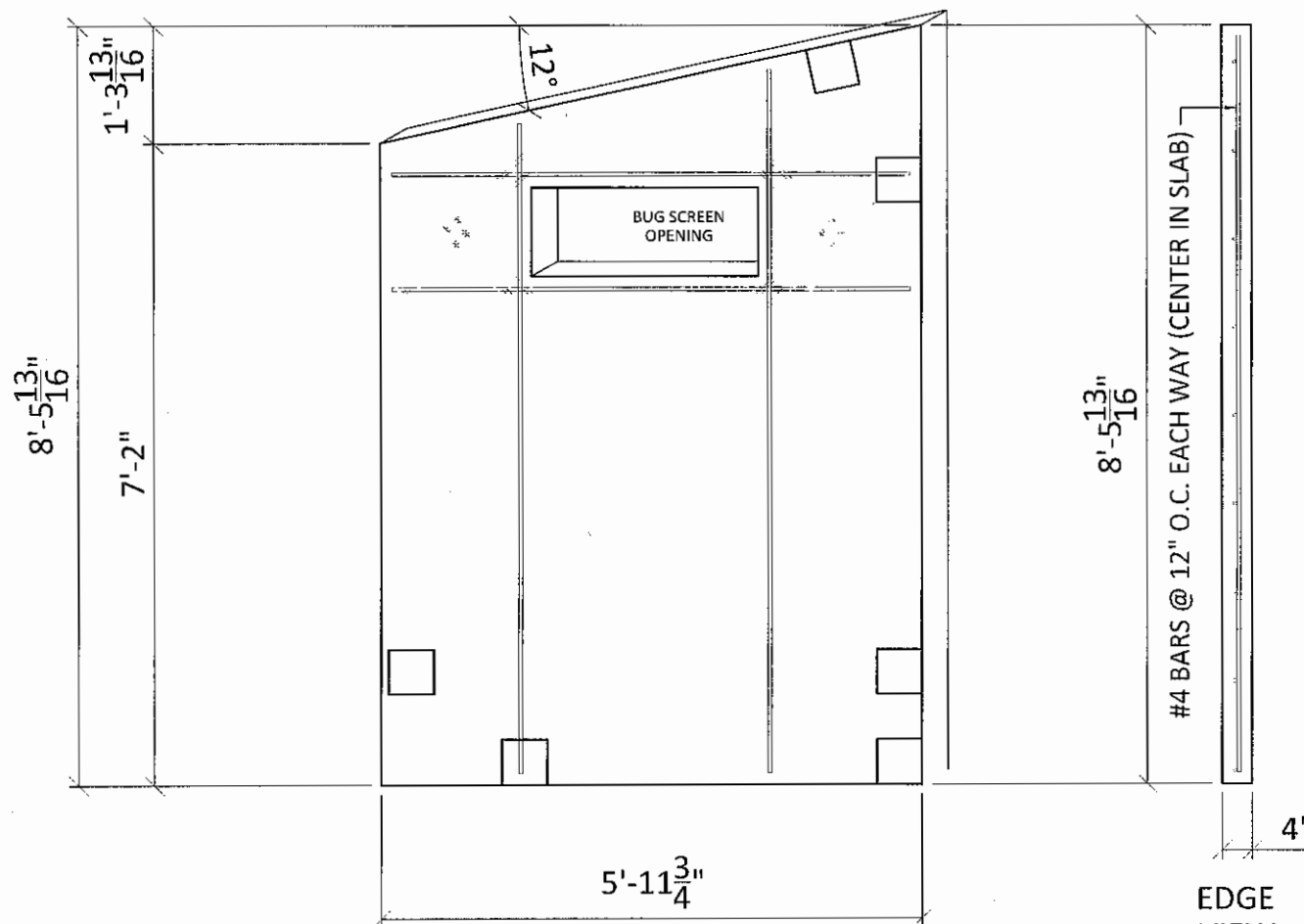
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USE GRADE J (A615) REBAR
H = ± 1" V = ± 1/2"
CONC. = 5,000 PSI @ 28 DAYS



WALL REFERENCE PLAN



1 WALL PANEL "C" REBAR

SCALE: 1/2" = 1'-0"

4" THICK WALL PANEL

B.L. X = BURKE LIFTER

ADDITIONAL BAR NOTES:

- (1) ADDITIONAL BAR ADJACENT TO ALL OPENING SIDES (6" OR LARGER)
- (2) #4 BARS x 36" AT CORNERS OF OPENINGS

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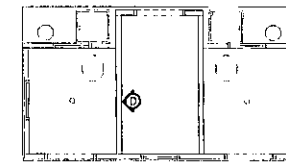
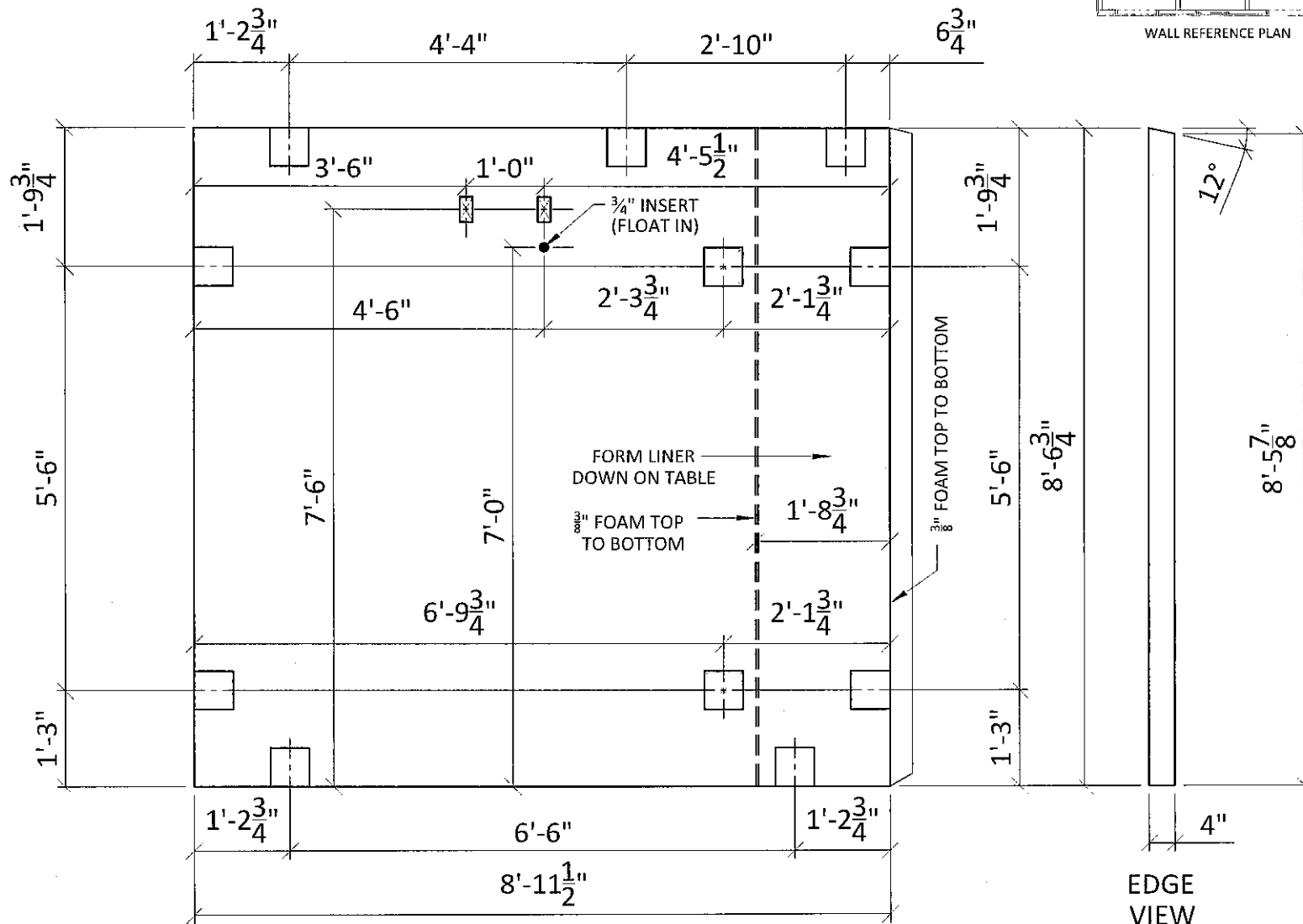
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A1.18



WALL REFERENCE PLAN



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1.19

1 WALL PANEL "D"

SCALE: 1/2" = 1'-0"

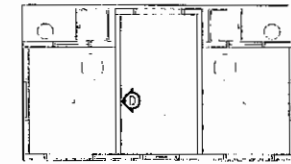
B.L. X = BURKE LIFTER

□ = WELD PLATE ON OPPOSITE SIDE

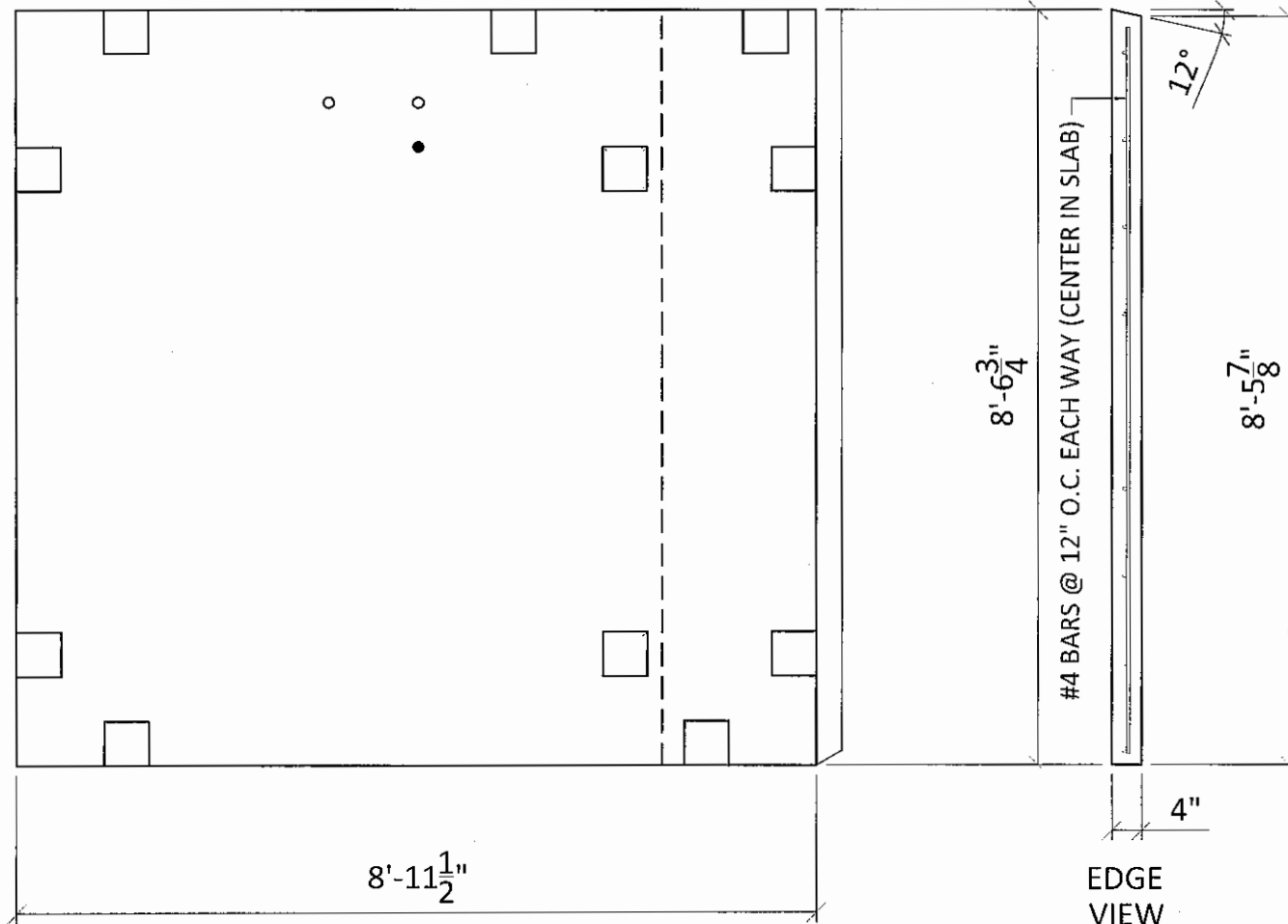
SLAB CUBIC YARD = 0.94
SLAB WEIGHT = 3,760 LB

E1 □ = 2" ELECTRICAL BOX - REAR FACE

USE GRADE 60 (A615) REBAR
H = ± 1" V = ± 1/2"
CONC. = 5,000 PSI @ 28 DAYS



WALL REFERENCE PLAN



1 WALL PANEL "D" REBAR
SCALE: 1/2" = 1'-0"

ADDITIONAL BAR NOTES:

- (1) ADDITIONAL BAR ADJACENT TO ALL OPENING SIDES (6" OR LARGER)
- (2) #4 BARS x 36" AT CORNERS OF OPENINGS

B.L. X = BURKE LIFTER



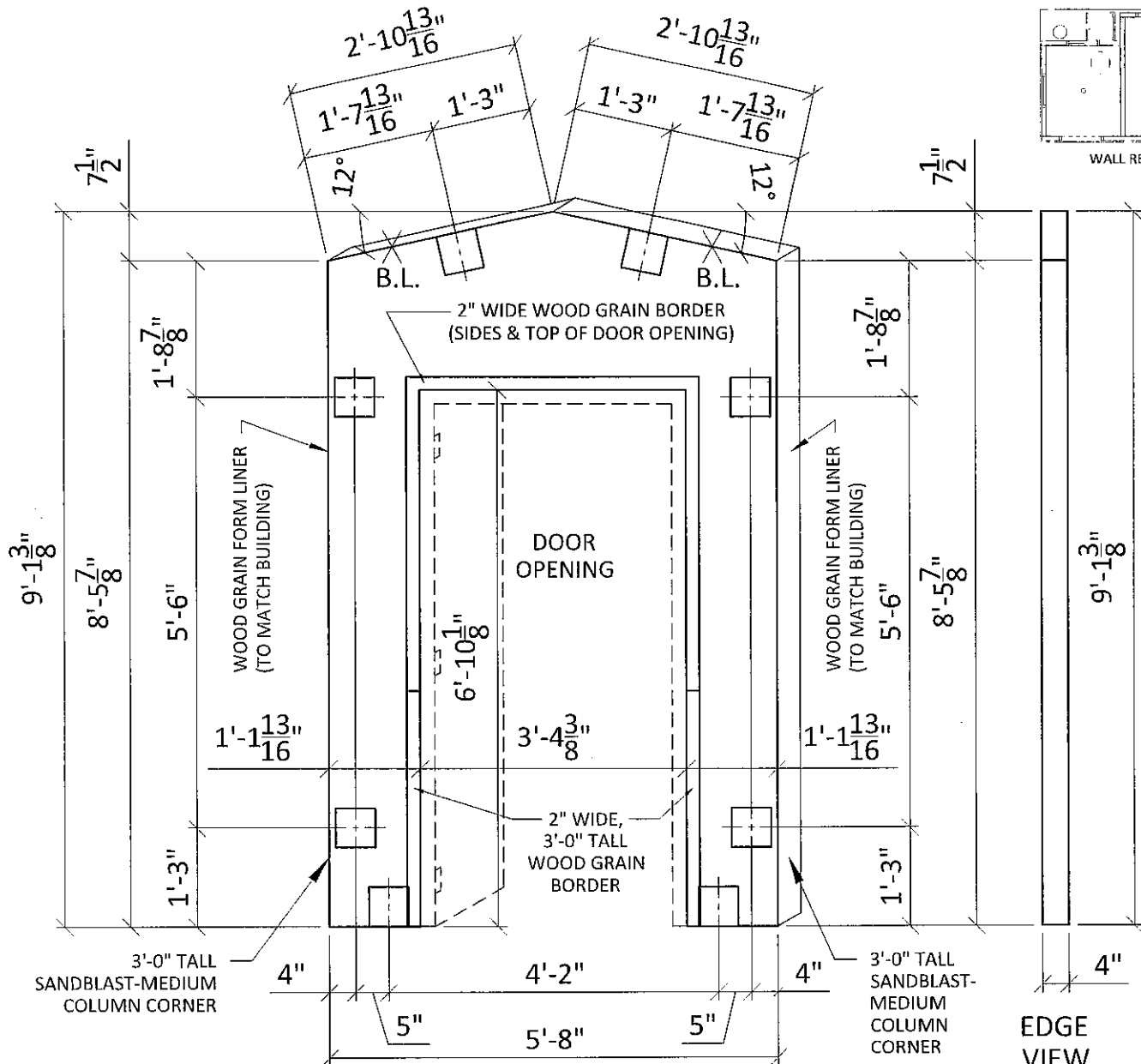
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1 WALL PANEL "E" AND REBAR SCALE: 1/2" = 1'-0"

B.L. X = BURKE LIFTER

SLAB CUBIC YARD = 0.54
SLAB WEIGHT = 2,160 LB



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PROJECT:

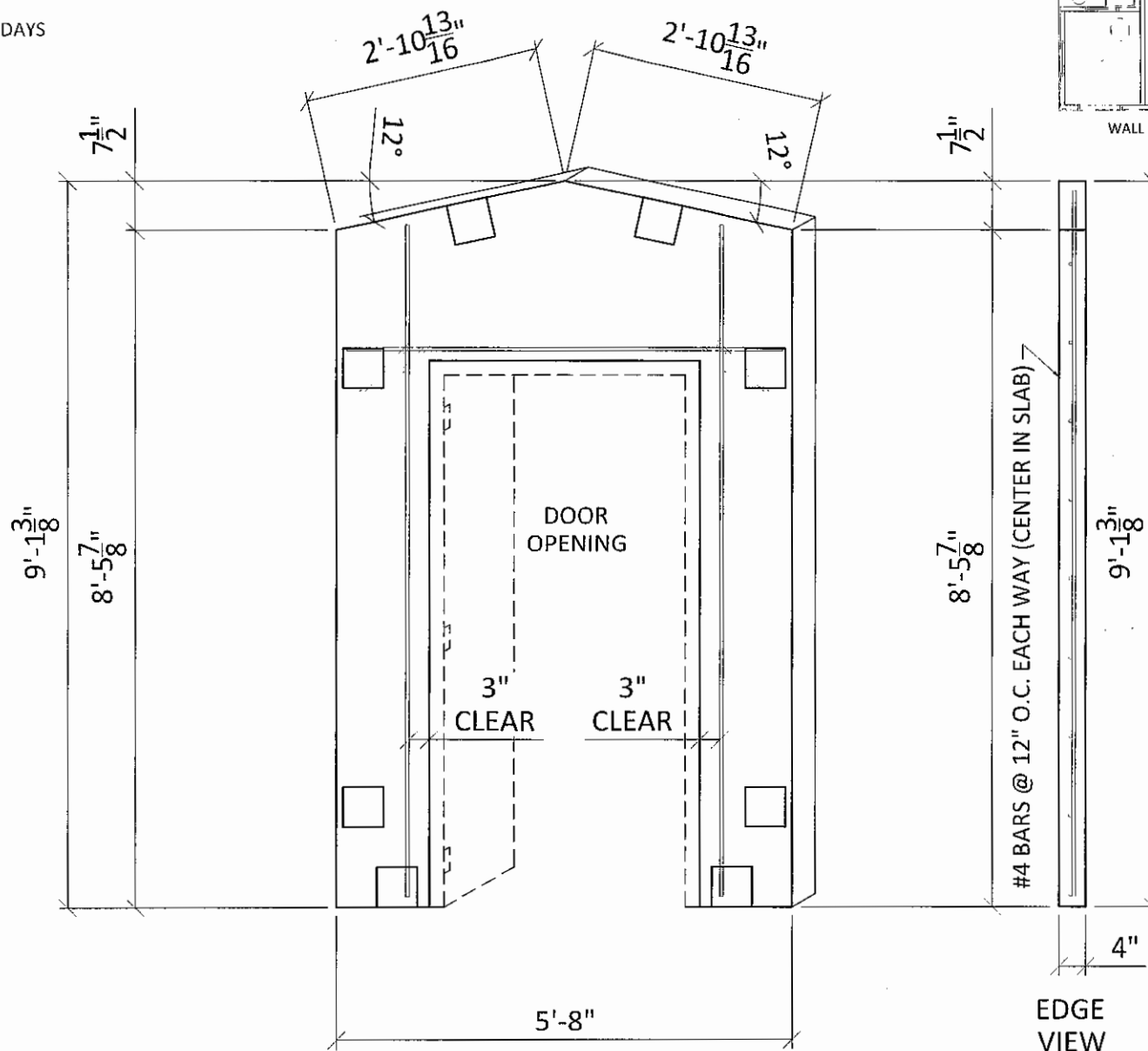
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PRELIMINARY DRAWINGS 03/27/19
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CHECK SET 03/28/19
PRODUCTION DRAWINGS 04/01/19
DRAWINGS UPDATED 04/15/19

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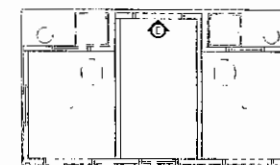
H = $\pm 1"$ V = $\pm \frac{1}{2}"$
CONC. = 5,000 PSI @ 28 DAYS



1 WALL PANEL "E" AND REBAR

B.L. ~~X~~ = BURKE LIFTER

SLAB CUBIC YARD = 0.63
SLAB WEIGHT = 2,520 LBS



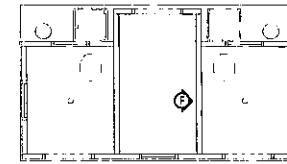
WALL REFERENCE PLAN

PRELIMINARY DRAWINGS	03/27/19
SUBMITTAL DRAWINGS	03/27/19
CHECK SET	03/28/19
PRODUCTION DRAWINGS	04/01/19

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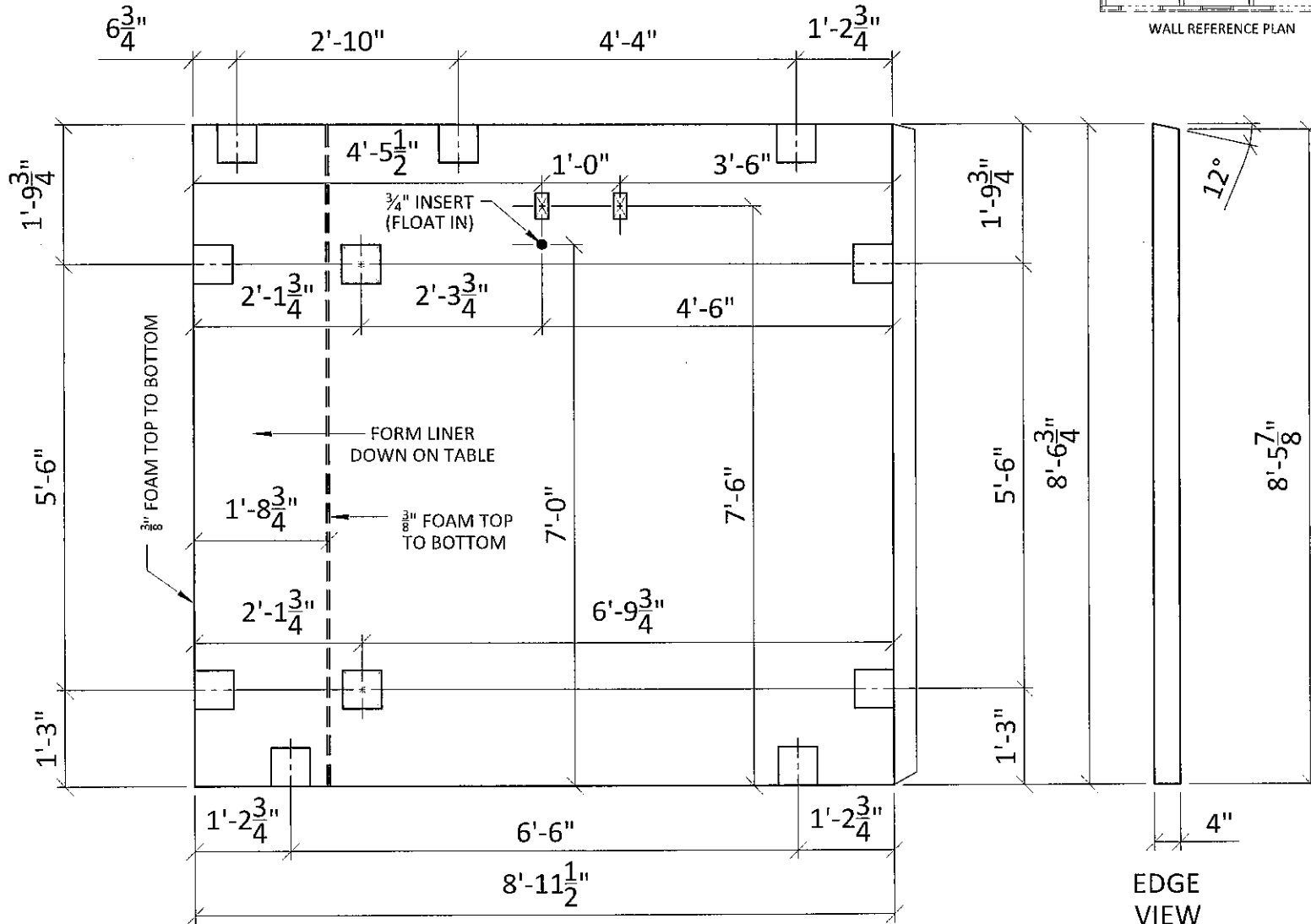
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CHECK SET	03/28/19
PRODUCTION DRAWINGS	04/01/19
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1 WALL PANEL "F"

SCALE: 1/2" = 1'-0" 4" THICK WALL PANEL

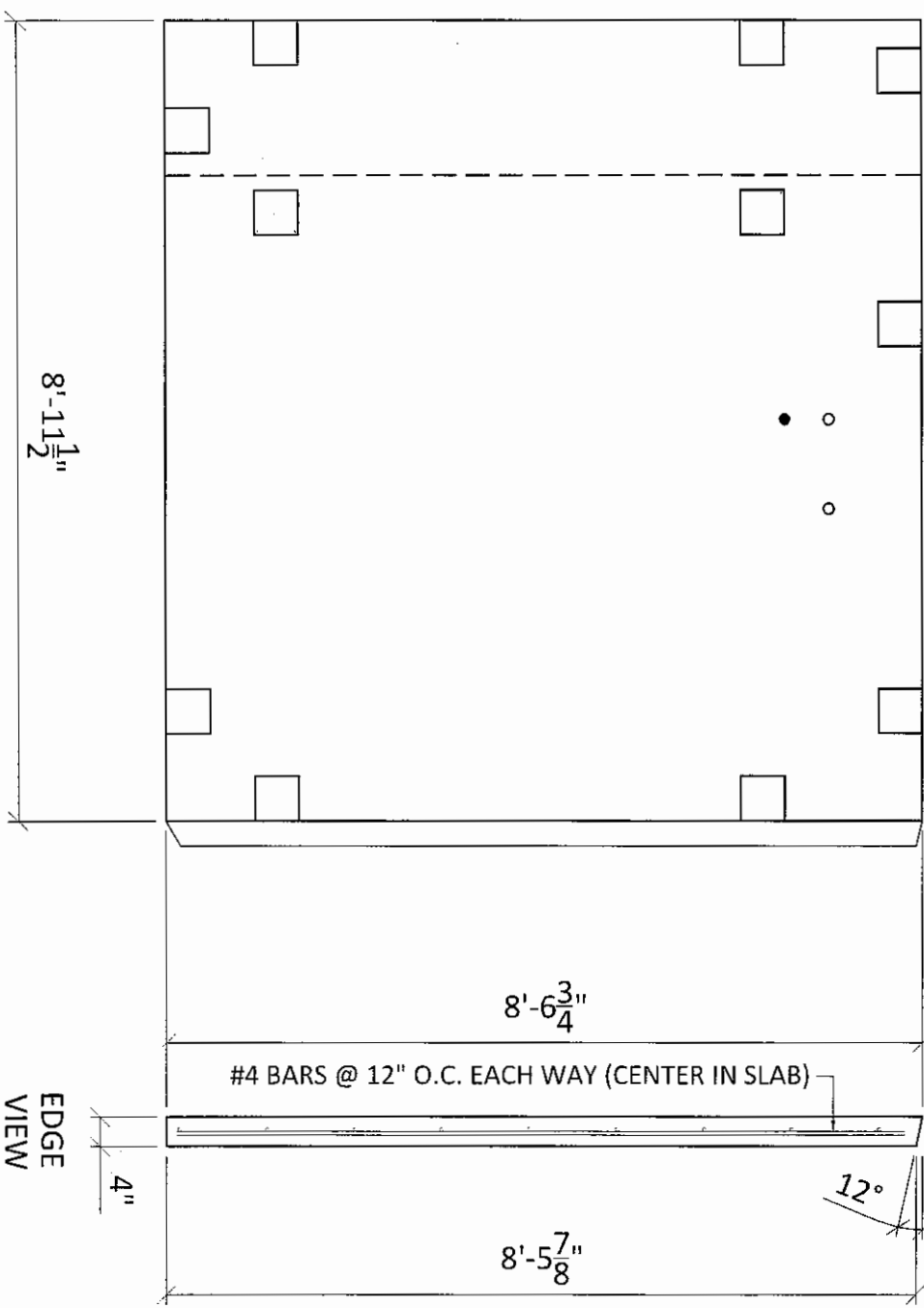
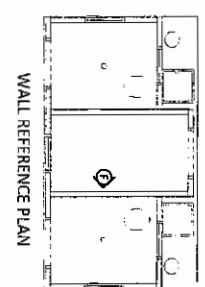
B.L. X = BURKE LIFTER

[Symbol] = WELD PLATE ON OPPOSITE SIDE

SLAB CUBIC YARD = 0.94
SLAB WEIGHT = 3,760 LB

E1 [Symbol] = ELECTRICAL BOX - REAR FACE

USE GRAD (A615) REBAR
 $H = \pm 1"$ $V = \pm \frac{1}{2}"$
 CONC. = 5,000 PSI @ 28 DAYS



1 WALL PANEL "F" REBAR
 SCALE: 1/2" = 1'-0"
 4" THICK WALL PANEL

B.L. X = BURKE LIFTER

ADDITIONAL BAR NOTES:
 (1) ADDITIONAL BAR ADJACENT TO ALL
 OPENING SIDES (6" OR LARGER)
 (2) #4 BARS x 36" AT CORNERS OF OPENINGS

12"

8'-6 ³/₄"

#4 BARS @ 12" O.C. EACH WAY (CENTER IN SLAB)

8'-5 ⁷/₈"

EDGE
VIEW

4"

8'-11 ¹/₂"

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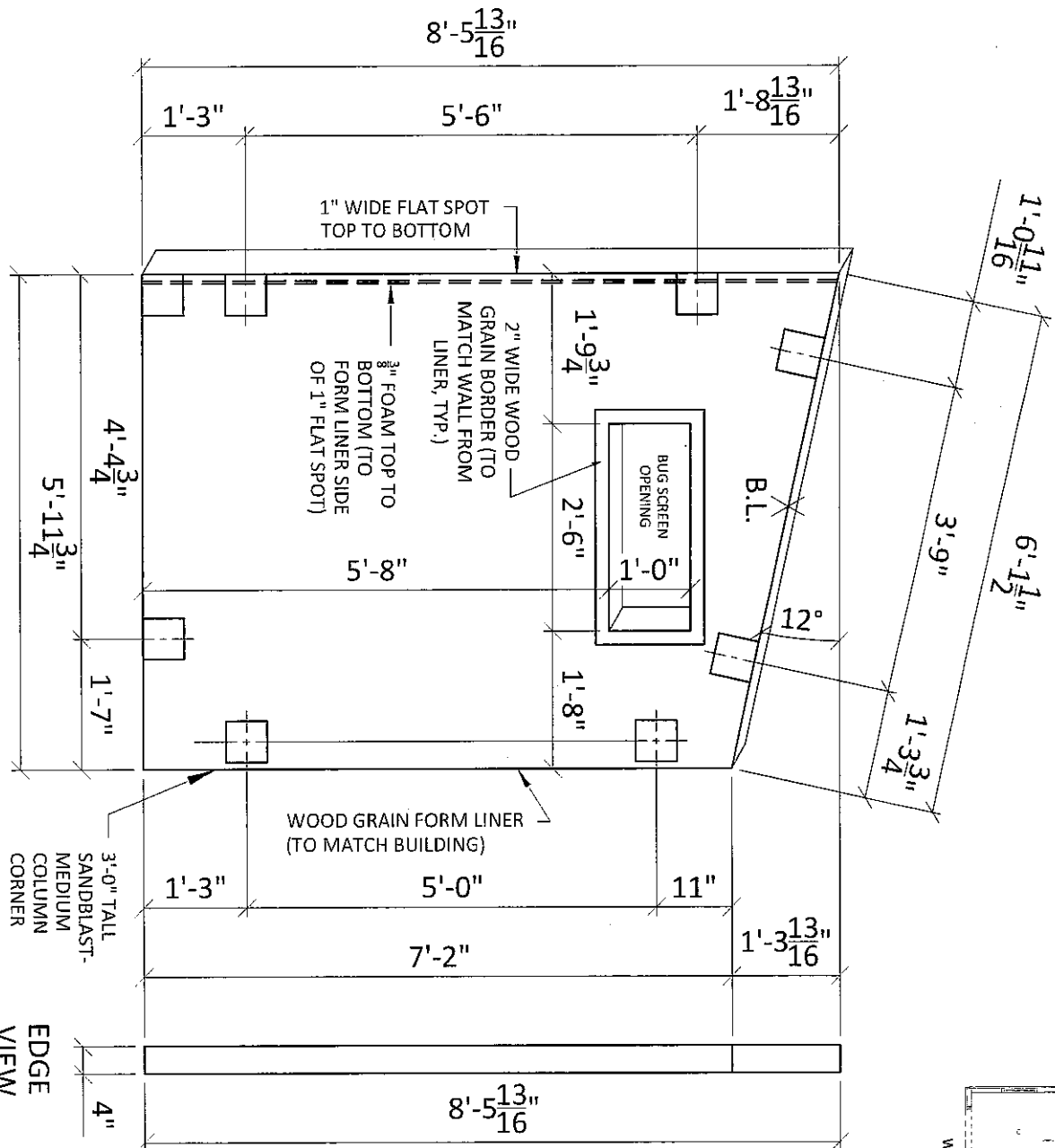
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CHECK SET	03/28/19
PRODUCTION DRAWINGS	04/01/19
DRAWINGS UPDATED	04/15/19



A1.24



1 WALL PANEL "G"

SCALE: 1/2" = 1'-0"

B.L. X = BURKE LIFTER

SLAB CUBIC YARD = 0.55
SLAB WEIGHT = 2,200 LB

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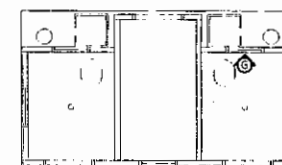
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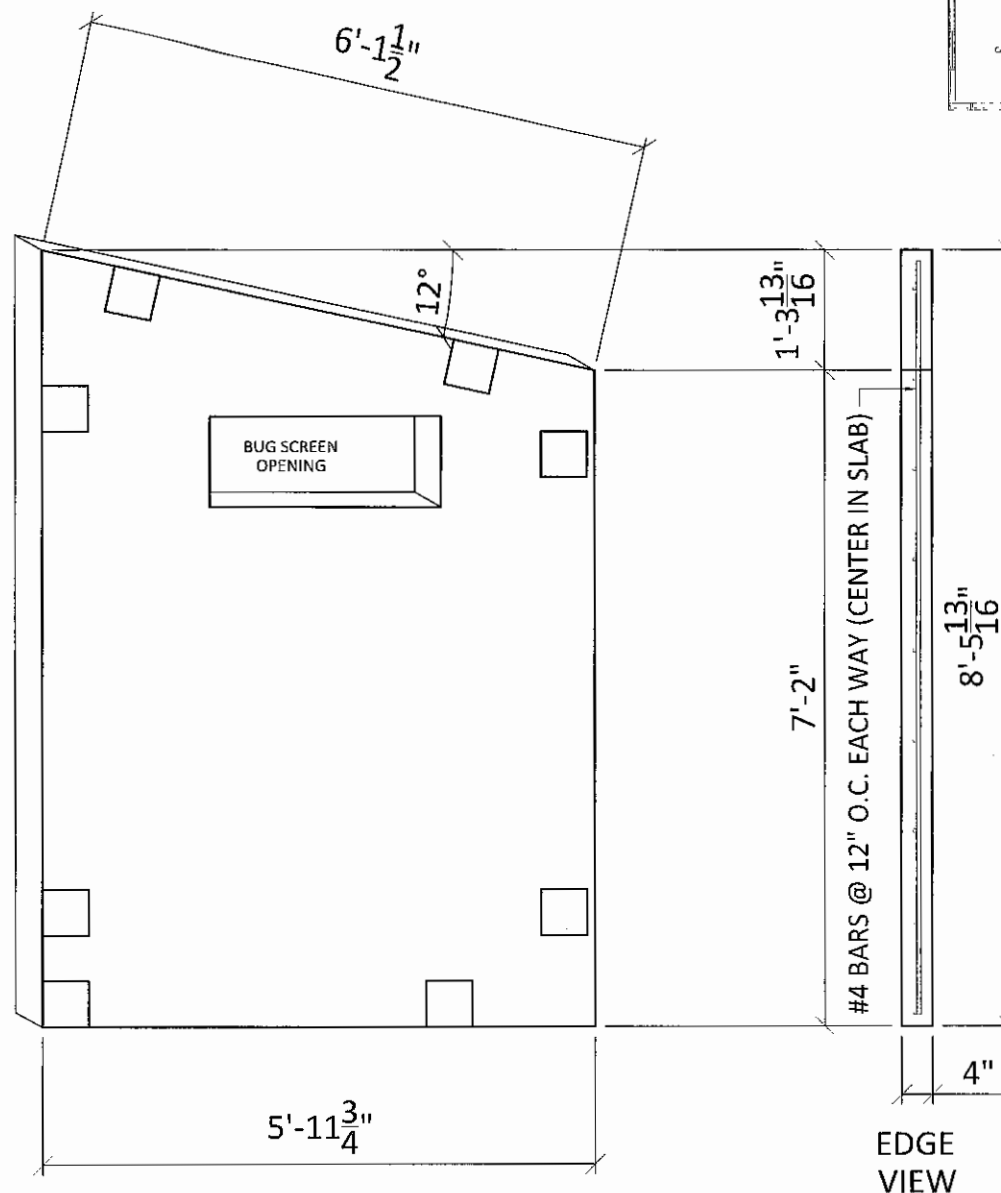
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SUBMITTAL DRAWINGS	03/27/19
CHECK SET	03/28/19
PRODUCTION DRAWINGS	04/01/19
DRAWINGS UPDATED	04/15/19



USE GRADE (A615) REBAR
 H = ± 1" V = ± 1 1/2"
 CONC. = 5,000 PSI @ 28 DAYS



WALL REFERENCE PLAN



1 WALL PANEL "G" REBAR

SCALE: 1/2" = 1'-0"

B.L. X = BURKE LIFTER

ADDITIONAL BAR NOTES:

- (1) ADDITIONAL BAR ADJACENT TO ALL OPENING SIDES (6" OR LARGER)
- (2) #4 BARS x 36" AT CORNERS OF OPENINGS

PRELIMINARY DRAWINGS	03/27/19
SUBMITTAL DRAWINGS	03/27/19
CHECK SET	03/28/19
PRODUCTION DRAWINGS	04/01/19
DRAWINGS UPDATED	04/15/19

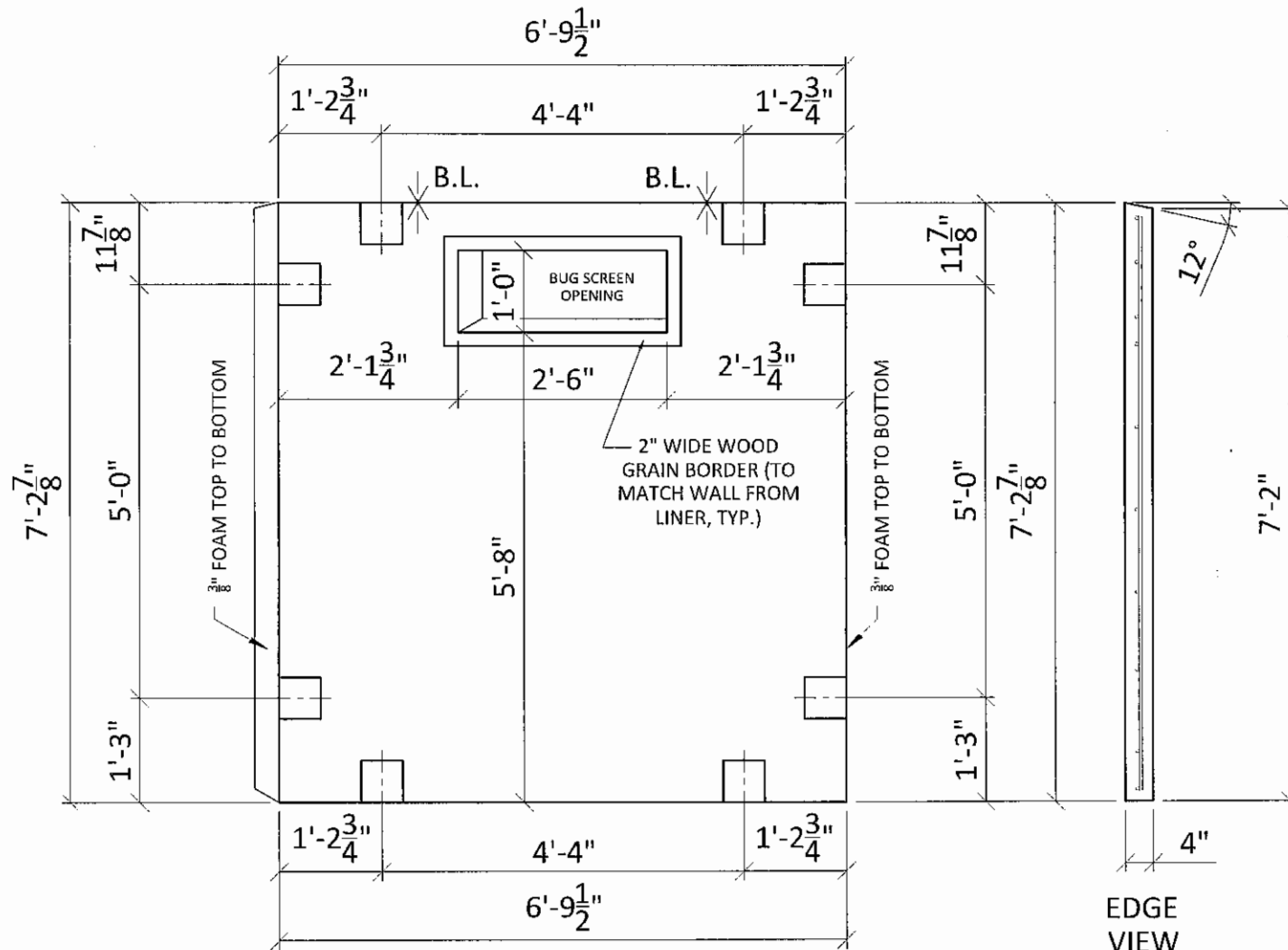
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PROJECT:
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 PARK 17B-108-18

A1.26

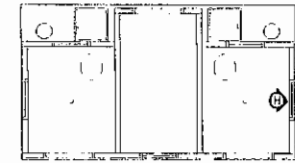


1 WALL PANEL "H"

SCALE: 1/2" = 1'-0"

B.L. X = BURKE LIFTER

SLAB CUBIC YARD = 0.57
SLAB WEIGHT = 2,280 LB



WALL REFERENCE PLAN



PRELIMINARY DRAWINGS	03/27/19
SUBMITTAL DRAWINGS	03/27/19
CHECK SET	03/28/19
PRODUCTION DRAWINGS	04/01/19
DRAWINGS UPDATED	04/15/19

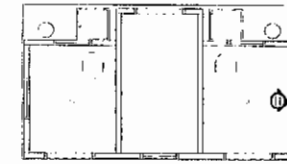
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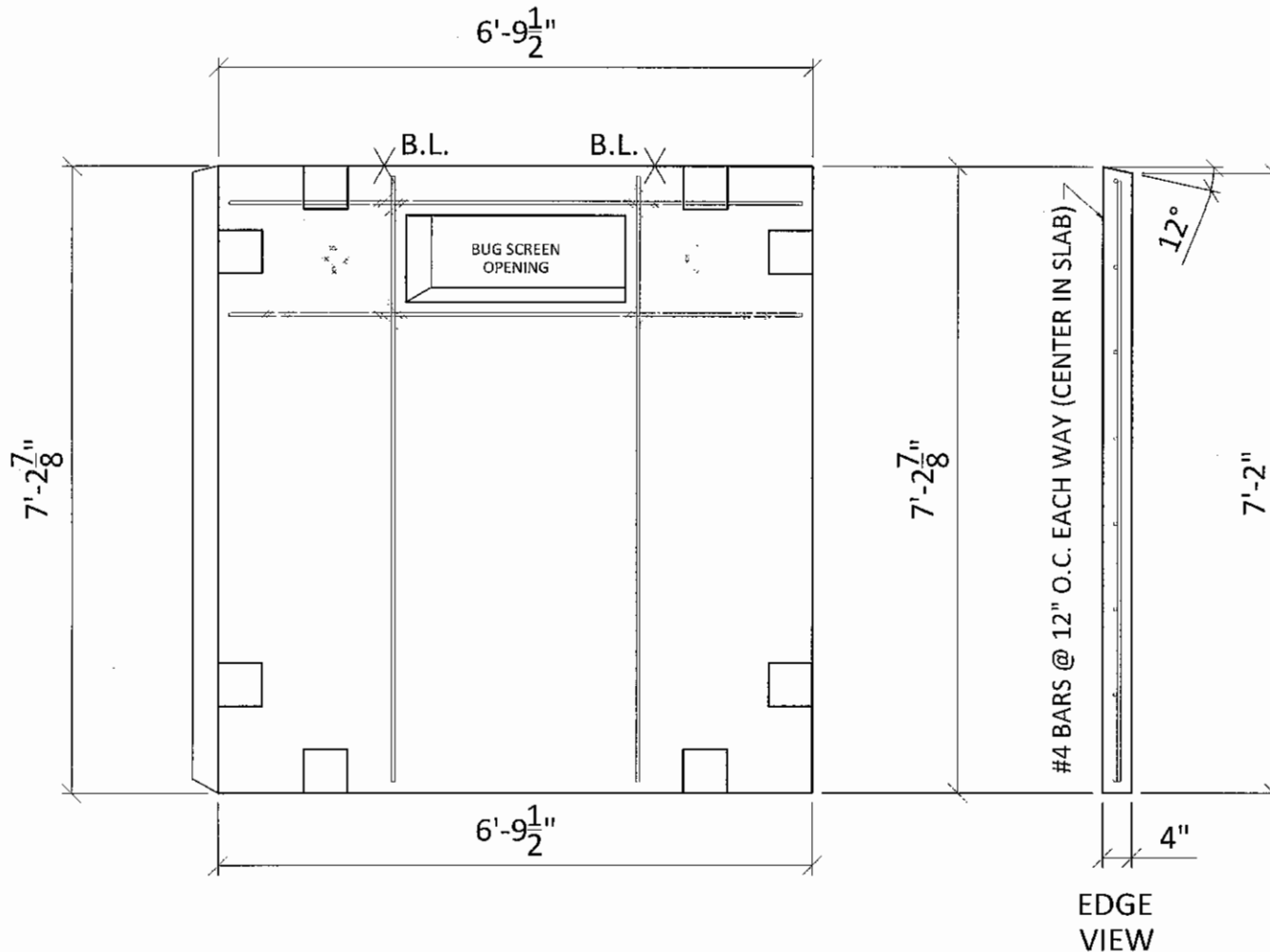
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N.P.C.A. CERTIFIED PLANT

PROJECT:
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PARK 17B-108-18

USE GRADE (A615) REBAR
 H = ± 1" V = ± ½"
 CONC. = 5,000 PSI @ 28 DAYS



WALL REFERENCE PLAN



1 WALL PANEL "H" REBAR

SCALE: 1/2" = 1'-0"

B.L. X = BURKE LIFTER

ADDITIONAL BAR NOTES:

- (1) ADDITIONAL BAR ADJACENT TO ALL OPENING SIDES (6" OR LARGER)
- (2) #4 BARS x 36" AT CORNERS OF OPENINGS

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A1.28



Chisago County Request For Board Action

Meeting Date: February 16, 2021		Item Number: 19	
Title of Item for Consideration: Water Resources Manager Staffing Adjustment			
Action Requested by: Kurt Schneider, Director		Department: Environmental Services/Zoning	
Previous Action on this Matter: None.			
<p>Background: Pursuant to the attached staff memo and resulting recommendation of the Budget and Finance Committee on February 9, 2022 staff requests formal approval and authorization to adjust the fulltime equivalent status of the County Water Resources Manager position from .50 FTE to 1.0 as budgeted.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> February 9, 2022 Budget and Finance Committee Memo 			
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the adjustment of the County Water Resource Manager position to 1.0 FTE status. The suggested motion to approve this action is as follows:</p> <p style="text-align: center;"><i>“Move to authorize and approve the fulltime equivalent status of the County Water Resources Manager position from .50 FTE to 1.0 FTE”</i></p>			
<p>Implications of Action: Recommended Board action assigns fulltime countywide employment status and responsibility to the Water Resource Manager position. The County Water Resource Manager position will no longer be shared 50/50 with Chisago Lakes Lake Improvement District (CLLID) support staff responsibilities.</p> <p>The CLLID will retain a vacant .50 FTE Water Resource Specialist position hire and has requested said position be increased to 1.0FTE to be presented under separate request.</p> <p>Budget/Financial Implications: No adjustments required. The Water Resource Manager FTE position adjustment was presented and programmed into the 2022 budget development and approval process.</p> <p>Legal/Policy Implications: The Water Resource Manager position will increase its emphasis on countywide water resources policy implementation and efforts.</p>			
Administrator's Recommendation			
Approve		Deny	
Other			
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye	Nay	Abstain



Chisago County Department of
Environmental Services and Zoning
313 No. Main St. #243
Center City, MN 55012
651-213-8374 ~ kmschne@co.chisago.mn.us

Memo

To: Budget and Finance Committee
From: Kurt Schneider, Director Environmental Services & Zoning
Date: February 9, 2022
Re: Water Resources Manager / LID Water Resources Specialist Staffing Adjustment(s)

At the June 8, 2021 Personnel Committee meeting and in the global 2022 County Budget development process the request to adjust the Water Resources Manager position from .50 FTE to 1.0 FTE was endorsed and subsequently budgeted to proceed. The 2022 Budget for Water Quality Grant (*Account 01-611*) included enhanced personnel budget accommodations of \$34,446 to carry out this change. Staff requests authorization to proceed with the staff assignment adjustment placing the current Water Resources Manager at *fulltime countywide status* and no longer equally shared 50/50 with the Chisago Lakes Lake Improvement District (CLLID).

- The evolution of county wide water resources activity in Chisago County has involved various fractional FTE commitments over the years, most of which has been inspired thru increasingly more intensive CLLID pilot programs. Most notably, the growing administration of a robust grant funded countywide Aquatic Invasive Species program has placed significant demand on water resources programming.
- With the recent monumental 3 yearlong One Watershed One Plan (1W1P) process and the increasingly more evolved CLLID activities it has become clear that sharing the County Water Resources Manager position with the CLLID cannot effectively continue. The coordination and development of the countywide water resources efforts (*attached*) demand more support and cannot be sustained with only the current .50 FTE designation.
- To be an effective implementing partner *and beneficiary of the programming and funding pursuits that will be part of 1W1P regional efforts* and to continue the programming advancements in place now it is recommended that the .50 FTE Water Resources Manager position be made whole (1.0FTE) and that the .50FTE CLLID role be retained exclusively by a CLLID chosen staff.

In contemplating the above Water Resources Manager shared position change a current .50 FTE Water Resources Specialist position supporting the CLLID will be left vacant. The CLLID has discussed and made budget accommodations and recommendations to both replace the vacated .50 FTE Water Resources Specialist role and move said role to 1.0 FTE status. This staffing adjustment cost is proposed to be fully contained/covered within the 2022 CLLID levy/budget.

Resulting "Water Resources" Staffing Proposal:

Countywide:

Water Resources Manager (.50 FTE levy dependent)
AIS Specialist (.60 FTE state grant funded)
12-16 Watercraft Inspectors (9.5 FTE state grant funded)

Proposed:

Increase to 1.0 FTE
No Change
No Change

Lake Improvement District (CLLID):

Administrator (.50 FTE)
Water Resources Specialist (.50 FTE)

Proposed:

No change
Increase to 1.0 FTE (CLLID Budget/Levy)

Chisago County Water Resources Programming Summary

June 8, 2021

WATER PLAN PROGRAMS

Lower St. Croix, Comprehensive Watershed Management Plan (LSC CWMP)

(One Watershed, One Plan)

Lower St. Croix watershed, Comprehensive Watershed Management Plan (LSC CWMP) work continues, despite the approval of the LSC CWMP by Chisago County and other partners in November 2020. Active participation in monthly Planning, Steering, Advisory and Policy Committee meetings continue. Participation and coordination of Watershed Based Implementation Funding Work-Plan activities for 2021 – 2022 continues. Chisago County is the lead agency for Activity 7: Internal Analyses. Every two years county staff will participate in developing a new two-year budget and work-plan, along with meeting the implementation actions and measurable outputs for Chisago County as listed in the LSC CWMP.

Administration – tracking per diems for Policy Committee members, developing agenda and minutes for Subcommittee meetings.

Chisago County Water Plan Policy Team

In addition to participation in several committees and projects/activities for the Lower St. Croix, Comprehensive Watershed Management Plan, the county's Water Plan Policy Team continues their meetings and activities. The Team is currently reviewing their purpose and mission to determine the framework and next steps or future role for the Policy Team in reference to the new LSC CWMP. It is anticipated the Policy Team will continue their bi-monthly meetings and activities relating to goals and objectives in the separate Chisago County Local Priorities Appendix to the LSC CWMP.

Administration – developing agendas, agenda packets and minutes for Team meetings, leading Team meetings, tracking per diems for Policy Team members.

Additional Water Plan Programs

Chisago County Water Resource Facebook posts and Webpages updates.

Chisago County Children's Water Festival Coordinator - Organize meetings and agendas, implementation.

Developing Annual Reports and budgets. Processing and tracking all Water Plan invoices.

Education and Outreach activities for all Water Plan programs.

Phragmites Survey and Treatment Coordination – SCRA contract.

Lake Level Monitoring Data collection and reporting – 4 northern lakes (added 1 new lake for 2021).

Slow-No-Wake ordinance monitoring and reporting – all Chisago County lakes.

Water Quality Monitoring Data collection and preparation – 9 northern lakes (added 1 new lake in 2021).

Coordinate with Lake Associations for Hook, Line & Sinker collectors – 4 northern lakes.

AQUATIC INVASIVE SPECIES (AIS) PREVENTION PROGRAMS

Implementation of the county AIS program continues for watercraft inspections and decontaminations, public awareness, signage, enforcement, early detection and rapid response, and other prevention efforts at 27 trailer and carry-in accesses throughout the County. Watercraft inspections continues for the ninth season at 4 accesses in the Comfort Lake Forest Lake Watershed District through a Joint Powers Agreement (JPA).

Watercraft Inspections and Decontaminations

Hire, train and supervise 12 – 16 seasonal Level 1 and Level 2 employees. Manage and develop materials for all orientations, trainings, equipment inventory and distribution. Coordinate all scheduling of 12 – 16 seasonal employees. Manage maintenance and equipment inventory and distribution of truck, boat and decontamination unit.

Coordinate JPA with CFLWD for watercraft inspection agreement and ongoing communications.

Outreach and Communication

Hire, train and supervise 1 AIS Specialist. Manage outreach and education events and initiatives (up to 20 each year).

Signage

Inventory, track, order and replace AIS signage at all public water accesses in the county.

Enforcement

Coordinate with County Sheriff for enforcement overtime shifts and all public water accesses in the county.

Early Detection and Rapid Response

Manage Zebra Mussel Watch – 59 volunteers install monitoring plates and report observations. Manage Water Access Monitoring Program observation for AIS at public water accesses.

Coordinate agreement with consultant to implement early detection monitoring for invasive species, host a regional workshop and Starry Trek, and organize a decontamination outreach event.

Aquatic Plant Point Intercept Surveys

Coordinate agreement with consultant to complete surveys and prepare reports for 1 -3 northern lakes each year. Assist in completing the surveys.

Additional Water Plan Programs

Chicago County Water Resource Facebook posts and Webpages updates.

Developing AIS Annual Report and budget. Processing and tracking all AIS invoices.

LOWER ST. CROIX — COMPREHENSIVE WATERSHED MANAGEMENT PLAN

On November 18, 2020, the Chisago County Board of Commissioners approved the new ten-year Lower St. Croix Comprehensive Watershed Management Plan and Chisago County Local Priorities Appendix! The new plan will replace the former Chisago County Local Water Management Plan that was set to expire in September of 2023.

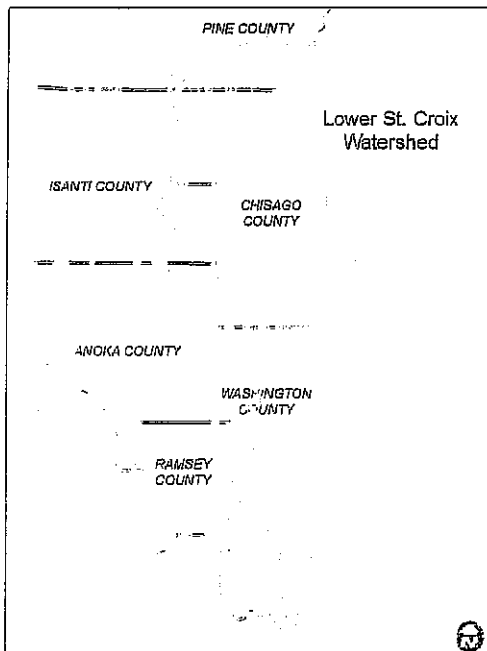
Since 2017, 16 local government partners worked together through a "One Watershed, One Plan" process to develop the plan to protect and restore important, or priority natural resources in the Lower St. Croix watershed over the next ten years.

Through the 1W1P process, the sixteen partners worked together to combine their own water plans to create one new plan based on the boundary of the Lower St. Croix watershed, as the flow of water does not follow a county or a city boundary line. Working together on projects benefits the entire watershed and saves money by maximizing staff efficiency. The new plan is also eligible to receive targeted state funds to complete projects.

The Lower St. Croix watershed includes parts of Chisago, Isanti, Anoka, Pine and Washington counties. The area has 127 lakes, 152,000 acres of wetlands and more than 1,000 miles of rivers, streams and ditches. The new plan seeks to improve the numerous lakes and streams, the St. Croix River, and the quality of groundwater in the watershed. It also strives to protect and restore upland and wetland habitat and provide technical assistance to landowners.

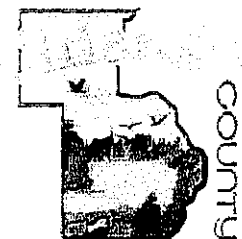
For more information on the Lower St. Croix 1W1P, visit www.lowerstcroix.org.

Map of Lower St. Croix Watershed



Partners:

- Anoka Soil and Water Conservation District
- Brown's Creek Watershed District
- Carnelian Marine St. Croix Watershed District
- Chisago County
- Chisago Lakes Lake Improvement District
- Chisago Soil & Water Conservation District
- Comfort Lake-Solus Lake Watershed District
- Isanti County
- Isanti Soil & Water Conservation District
- Lower St. Croix Watershed Management Organization
- Minnesota Board of Soil & Water Resources
- Pine County
- Pine Soil & Water Conservation District
- South Washington Watershed District
- Washington Watershed Management Organization
- Washington County



AQUATIC INVASIVE SPECIES PREVENTION AID PROGRAM—CHISAGO COUNTY

The Chisago County Aquatic Invasive Species (AIS) Program consists of watercraft inspections, enforcement, education and outreach, regional coordination, and early detection. The goal of the AIS Program is to Prevent the spread of AIS through conducting watercraft inspections, providing education to citizens, decontamination of watercraft and enforcing AIS laws.

Early Detection activities include zebra mussel veliger and spiny waterflea sampling, installing zebra mussel monitoring plates, monitoring for new infestations at public water accesses, and conducting aquatic plant Point Intercept surveys. Chisago County will implement Rapid Response actions if zebra mussels or other new infestations are found in a lake or river located in the county. Due to the COVID 19 pandemic, AIS outreach events and education to residents and students were severely limited in 2020.

Chisago County AIS Accomplishments 2020

People Doing AIS Work	<ul style="list-style-type: none"> • 10 Level 1 Watercraft Inspectors • 2 Level 2 Watercraft Inspectors • 1 Seasonal AIS Specialist • 72 Volunteers • 360 Volunteer Hours Served
Community Engagement	<ul style="list-style-type: none"> • 3 AIS Events • 48 Residents Reached • 42 Children Educated about AIS
Watercraft Inspection	<ul style="list-style-type: none"> • 19,458 Inspections Performed* • 3,694.5 Hours of Inspections Performed* • 24 Accesses Covered by Inspectors* • 97.2% of Watercraft Arriving at Launches with Drain Plugs Out • 1 Decontamination Unit • 60 Decontaminations Performed* <p>*Chisago County and CLFLWD combined</p>
Law Enforcement Support	<ul style="list-style-type: none"> • 9 Chisago County Sheriff Officers Conducting AIS Work
Monitoring Conducted	<ul style="list-style-type: none"> • 21 Lakes and Rivers Surveyed for AIS • 59 Zebra Mussel Plates Deployed • 15 Water Bodies with Zebra Mussel Monitoring Plates • 12 Water Bodies with Veliger and Spiny Waterflea Tows • 13 Starry Trek Volunteers

*Zero new infestations of zebra mussels or spiny waterfleas in 2020!

Partners:

- Chisago County
- Chisago Lakes Lake Improvement District
- Comfort Lake-Forest Lake Watershed District
- St. Croix River Association
- Minnesota Department of Natural Resources
- National Park Service
- Area Lake Associations, including:
 - Center Lakes Association
 - Chisago-Lindstrom Lakes Association
 - Green Lake Association
 - Goose Lake Association
 - Long Lake Association
 - Maple Lake Association
 - North Lake Association
 - South Lake Association





Chisago County Request for Board Action

Meeting Date: February 16, 2021	Item Number: 20
Title of Item for Consideration: Chisago Lakes Lake Improvement District Water Resources Specialist Staffing Adjustment	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning
Previous Action on this Matter: None.	
<p>Background: Pursuant to the attached staff memo and resulting recommendation of the Budget and Finance Committee on February 9, 2022 staff requests formal approval and authorization to adjust the fulltime equivalent status of the Chisago Lakes Lake Improvement District assigned Water Resources Specialist position from .50 FTE to 1.0.</p> <p>The adjustment of the .50 FTE CLLID Water Resources Specialist position to 1.0 FTE status was considered and passed by the CLLID Board at their regular meeting of September 13, 2021 and intended to occur/coincide with the impending status change of the counties previously affiliated 50/50 shared Water Resource Manager position change.</p> <p>Related CLLID staffing includes the current .50 FTE CLLID Administrator position for which the current employee has provided retirement notification of September 30, 2022. The CLLID Board and CLLID Planning & Budget workgroup have reviewed and discussed both the above Water Resource Specialist position change and the impending retirement of their Administrator. Current stated desires of the CLLID Board are to also seek adjustment of the Administrator position from .50 FTE to 1.0 FTE when their budget allows. Current year CLLID operating budget does not yet afford said increase without use of reserves or other yet to be identified funding.</p>	
<p>Attachment(s):</p> <ul style="list-style-type: none">• February 9, 2022 Budget and Finance Committee Memo• September 13, 2021 CLLID Minutes	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the adjustment of the Chisago Lakes Lake Improvement District assigned Water Resources Specialist position from .50 FTE to 1.0. The suggested motion to approve this action is as follows:</p> <p><i>“Move approve the fulltime equivalent status and Chisago Lakes Lake Improvement District budget adjustment authorizing the Chisago Lakes Lake Improvement District assigned Water Resources Specialist position increase from .50 FTE to 1.0FTE”</i></p>	
<p>Implications of Action: Recommended Board action assigns fulltime status and responsibility to the Chisago Lakes Lake Improvement District assigned Water Resources Specialist position. The position will also no longer be shared 50/50 with County Water Resource Manager position.</p>	
<p>Budget/Financial Implications: The 2022 Chisago Lakes Lake Improvement District operating budget accommodates the .50 FTE increase expenditure/adjustment and is recommended by the CLLID Board.</p>	

Legal/Policy Implications: The Water Resource Specialist position will increase its emphasis and efforts working towards the project and policy implementation efforts of the CLLID.

Administrator's Recommendation

Approve CS

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

**UNAPPROVED MINUTES
CHISAGO LAKES LAKE IMPROVEMENT DISTRICT
OFFICIAL PROCEEDINGS
Monday, September 13, 2021**

The Chisago Lakes Lake Improvement District Board of Directors met for their monthly meeting at 6:30 p.m. Monday, September 13, 2021 via an in-person meeting held at the Chisago County Government Center, Conference Room 150B in Center City, MN and a virtual Meeting with the following Board of Directors present: Jill Behnke, Monica Kinny, Todd McBride, Mike Mergens, Steve Paquay and Gary Schumacher. **ABSENT:** Margaret LeVasseur

Pursuant to Minnesota Statutes Section 13D.02, Lake Improvement District (LID) Board member **Monica Kinny attended the LID Board meeting on Monday, September 13, 2021 at 6:30 pm via Microsoft Teams.** LID Board member Kinny was seen and heard via electronic means and participated from the Chisago County Household Hazardous Waste Facility, 39649 Grand Avenue, North Branch, MN 55056, a location open and accessible to the public. Pursuant to Minnesota Statutes Section 13D.02, Subd. 3, persons interested in monitoring the meeting electronically from a remote location viewed the meeting through the Microsoft Teams meeting link.

Others present, attended the in-person meeting or Virtual meeting at a location of their choice through a personal device (e.g. laptop, tablet, cell phone or personal computer). Each LID Board Director and others present were allowed to view documents presented during the in-person and virtual Meeting via their devices and to participate in discussion through microphones located in their devices.

Also present: Administrator Jerry Spetzman, Chisago County Water Resource Manager Susanna Wilson Witkowski, Chisago County Aquatic Invasive Species Specialist Camden Droppo and Emmons & Olivier Resources, Inc. staff Greg Graske and one citizen.

The Chair Mike Mergens called the business meeting to order at 6:32 pm and lead the assembly in the Pledge of Allegiance.

Director Behnke offered a motion to approve the agenda for the Lake Improvement District (LID) meeting. Motion seconded by Director McBride and, upon a roll-call vote being taken thereon, the motion **carried** as follows: **IN FAVOR THEREOF:** Jill Behnke, Monica Kinny, Todd McBride, Mike Mergens, Steve Paquay and Gary Schumacher **OPPOSED:** none. **ABSENT:** Margaret LeVasseur

Director Paquay offered a motion to approve the minutes of the August 2, 2021 LID Board meeting, as amended. Motion seconded by Director Schumacher and, upon a roll-call vote being taken thereon, the motion **carried** as follows: **IN FAVOR THEREOF:** Jill Behnke, Monica Kinny, Todd McBride, Mike Mergens, Steve Paquay and Gary Schumacher **OPPOSED:** none. **ABSENT:** Margaret LeVasseur

Spetzman provided the Board with the August 2021 year-to-date budget summary and stated that the budget was on track.

Director McBride offered a motion to approve payment of the following invoices:

EOR	Summer channel and weir inspection, create CADD drawing of NC-NL outlet channel survey, review of past channel surveys, prep for Board meeting, communication with Jerry.	1,820.25
EOR	Mileage - Reimbursable.	29.68
EOR	Attend Board meeting on July 12, 2021.	250.00
EOR	Follow up with WSB about carp proposal and coordination with AIS Subcommittee.	191.25
Keller Excavating	Clean debris and rocks out of 7, 24-inch culverts at Swamp Lake. Placing materials on the side.	3,200.00
Lindstrom Hardware	Cable ties for line collectors. Monitoring bin.	13.68
PACE Analytical	LID Water Quality Monitoring analysis - June 2021.	785.00
PACE Analytical	LID Water Quality Monitoring analysis - July 2021.	785.00
PACE Analytical	LID Volunteer Water Quality Monitoring analysis - May 2021.	485.00
PACE Analytical	LID Volunteer Water Quality Monitoring analysis - June 2021.	400.00
PACE Analytical	LID Volunteer Water Quality Monitoring analysis - July 2021 - Wallmark Lake.	70.00
Monthly Expense Total		8,029.86

Motion seconded by Director Paquay and, upon a roll-call vote being taken thereon, the motion **carried** as follows: **IN FAVOR THEREOF:** Jill Behnke, Monica Kinny, Todd McBride, Mike Mergens, Steve Paquay and Gary Schumacher **OPPOSED:** none. **ABSENT:** Margaret LeVasseur

The Chair opened the Citizen's Forum at 6:36 p.m. No citizens offered comments. The Chair closed the Citizen's Forum at 6:37 p.m.

NEW BUSINESS

Bob Milam with the Green Lake Association presented to the Board with an Aquatic Invasive Species Control Partnership request for delineation field work and treatment of 42.1 acres of curly-leaf pondweed and 68.8 acres of Eurasian Watermilfoil in Big and Little Green Lakes. The LIB Board discussed the total request amount of \$10,076.40 and determined that the correct request amount should be \$10,669.50. The Green Lake Association will submit an invoice to the LID Board with the corrected amount of \$10,669.50.

Director Schumacher offered a motion to recommend that the LID Board approve funding up to \$10,669.50 for delineation field work and curly-leaf pondweed and Eurasian Watermilfoil treatment at Big and Little Green lakes for the 2021 Aquatic Invasive Species Control Partnership application from the Green Lakes Association. Motion seconded by Director McBride and, upon a vote being taken thereon, the motion **carried** as follows: **IN FAVOR THEREOF:** Jill Behnke, Monica Kinny, Todd McBride, Mike Mergens, Steve Paquay and Gary Schumacher **OPPOSED:** none. **ABSENT:** Margaret LeVasseur

Monica Kinny, Todd McBride, Mike Mergens, Steve Paquay and Gary Schumacher **OPPOSED:** none. **ABSENT:** Margaret LeVasseur

Wilson Witkowski reviewed with the Board the summary from Assistant Chisago County Attorney Jeff Fuge on the requirements for roll call voting in which one or more or all LID Board members attend a board meeting remotely.

Spetzman reviewed with the Board the minutes from the LID Aquatic Invasive Species (AIS) Workgroup Meeting held on August 10, 2021. Spetzman reviewed the Board the Common Carp Catch Per Unit Effort (CPUE) Survey for Green and South Center Lakes and recommendations from the AIS Workgroup. In order to meet seasonal deadlines to complete the survey, Spetzman sent the proposal from WSB to conduct the CPUE Survey for Green and South Center Lakes in 2021 to the Chisago County Board of Commissioners for review and approval at their meeting on September 15, 2021.

Director McBride offered a motion to recommend to the Chisago County Board of Commissioners to approve funding \$8,385.00 for the Common Carp Catch Per Unit Effort (CPUE) Survey for Green and South Center Lakes for 2021. Motion seconded by Director Behnke and, upon a vote being taken thereon, the motion **carried** as follows: **IN FAVOR THEREOF:** Jill Behnke, Monica Kinny, Todd McBride, Mike Mergens, Steve Paquay and Gary Schumacher **OPPOSED:** none. **ABSENT:** Margaret LeVasseur

Director Behnke offered a motion to recommend that the LID Board approve funding \$8,385.00 for the Common Carp Catch Per Unit Effort (CPUE) Survey for Green and South Center Lakes for 2021. Motion seconded by Director Schumacher and, upon a vote being taken thereon, the motion **carried** as follows: **IN FAVOR THEREOF:** Jill Behnke, Monica Kinny, Todd McBride, Mike Mergens, Steve Paquay and Gary Schumacher **OPPOSED:** none. **ABSENT:** Margaret LeVasseur

Spetzman reviewed with the Board the minutes from the LID Planning and Budget Workgroup meeting held on August 17, 2021. Spetzman reviewed with the Board the 2021 and 2022 LID Budgets, the amended \$291,904 LID levy approved for 2021, and moving reserve spending to levy requests in the 2021 Budget Summary spreadsheet. With the additional request of \$17,550 by Commissioner DuBose, the total 2022 LID levy would be \$309,654 if approved by the Chisago County Board of Commissioners.

Director Schumacher offered a motion to recommend that the LID Board approve the amended LID Budget for 2021 reflecting the approved LID levy amount of \$291,904 by the Chisago County Board of Commissioners. Motion seconded by Director Paquay and, upon a vote being taken thereon, the motion **carried** as follows: **IN FAVOR THEREOF:** Jill Behnke, Monica Kinny, Todd McBride, Mike Mergens, Steve Paquay and Gary Schumacher **OPPOSED:** none. **ABSENT:** Margaret LeVasseur

Director Behnke offered a motion to recommend that the LID Board approve the proposed LID Levy 2022 of \$309,654 under consideration by the Chisago County Board of Commissioners. Motion seconded by Director McBride and, upon a vote being taken thereon, the motion **carried** as follows: **IN FAVOR THEREOF:** Jill Behnke, Monica Kinny, Todd McBride, Mike Mergens, Steve Paquay and Gary Schumacher **OPPOSED:** none. **ABSENT:** Margaret LeVasseur

Spetzman reviewed with the Board the proposed position description and request for a full-time Water Resource Specialist position for 2021 and 2022.

Director Behnke offered a motion to recommend that the LID Board approve the Water Resource Specialist position to be filled in the 4th quarter of 2021 and all of 2022, to be a full-time position and the position be posted for availability. Motion seconded by Director Schumacher and, upon a vote being taken thereon, the motion **carried** as follows: **IN FAVOR THEREOF:** Jill Behnke, Monica Kinny, Todd McBride, Mike Mergens, Steve Paquay and Gary Schumacher **OPPOSED:** none. **ABSENT:** Margaret LeVasseur

Spetzman reviewed with the Board the Department of Natural Resources (DNR) request for comments and recommendations from the LID Board on the Surface Water Irrigation permit request for Green Lake Villas, located in Chisago City, and their application to use water from Little Green Lake to water lawns and landscaping located in the subdivision. Spetzman reviewed with the Board the recommendations for the DNR request for comments to the LID Board from the LID Planning and Budget Workgroup from their meeting on August 17, 2021. The LID Board discussed developing a consistent policy and recommendation for future and similar applications, DNR enforcement of the approved permits, and adding appendix language to the 2016 LID Channel and Weir - Operations and Maintenance Plan.

Director Paquay offered a motion that the LID Board recommends no irrigation from Little Green Lake for the Green Lake Villas, Chisago City, Lake Surface Water Appropriation Permit application. However, if the Department of Natural Resources (DNR) approves the permit to allow for irrigation from Little Green Lake, the LID Board highly recommends these restrictions as follows:

1. These recommendations only apply in situations where the applicant is applying for a DNR Lake Surface Water Use Appropriation Permit of 10,000 or more gallons of water per day.
2. Lake water use is only approved when lake levels exceed the LID weir outlet elevations as stated in the 2016 LID Channel and Weir Operation and Maintenance Plan (updated June 27, 2017).
 - a. The outlet elevation for Green/Little Green/Ellen Lakes is 891.0
 - b. The outlet elevation for Chisago/North Lindstrom/South Lindstrom/North Center/South Center Lakes is 899.2
3. When water levels are below the outlet elevations, alternate sources of irrigation water must be used – such as city water supplies, or ground water wells.
4. A water conservation plan needs to be included with the application. Chisago Soil and Water Conservation District can assist with development of the plan.

Motion seconded by Director Behnke and, upon a vote being taken thereon, the motion **carried** as follows: **IN FAVOR THEREOF:** Jill Behnke, Monica Kinny, Todd McBride, Mike Mergens, Steve Paquay and Gary Schumacher **OPPOSED:** none. **ABSENT:** Margaret LeVasseur

Wilson Witkowski reviewed with the Board the availability of Eurasian and hybrid watermilfoil genetic analysis through Montana State University. Bob Milam with the Green Lake Association (GLA) noted that GLA participated in the analysis in June of this year.

OLD BUSINESS

Spetzman updated the Board on the letter of permission to conduct surveys for the survey and easement acquisition project for the North Center North Lindstrom Channel maintenance. The Chisago County Board of Commissioners reviewed and approved the survey proposal at their meeting on August 18, 2021. The next step is developing a request for quotes to conduct the surveys.

Spetzman updated the Board on the current treatment of invasive phragmites populations, funded by the University of Minnesota, at areas located in the LID that were identified through the roadside surveys conducted in 2019.

Wilson Witkowski and Director Paquay updated the Board on the LID/Lake Association booth held at Chisago City Ki-Chi-Saga Days on August 19 - 22, 2021.

Camden Droppo, the new Chisago County AIS Specialist/Lead Watercraft Inspector, introduced himself to the LID Board.

Wilson Witkowski updated the Board on the Chisago County Aquatic Invasive Species (AIS) program including watercraft inspections and decontaminations and results from the Starry Trek event held on August 21, 2021.

Wilson Witkowski updated the Board on the upcoming Minnesota Aquatic Invasive Species Research Center (MAISRC) Research and Management Showcase on September 22, 2021.

Director Schumacher offered a motion to allow the LID Board to pay registration fees for up to three Directors and one Staff totaling up to \$100 (\$20 per person registration) to attend the Aquatic Invasive Species Research and Management Showcase on September 22, 2021. Motion seconded by Director Behnke and, upon a vote being taken thereon, the motion **carried** as follows: **IN FAVOR THEREOF:** Jill Behnke, Monica Kinny, Todd McBride, Mike Mergens, Steve Paquay and Gary Schumacher **OPPOSED:** none. **ABSENT:** Margaret LeVasseur

Wilson Witkowski updated the Board on the upcoming North American Invasive Species Management Association Annual Conference on September 27 – 30, 2021.

Wilson Witkowski updated the Board on the upcoming Chisago County Children's Water Festival on September 22/23, 2021, at Wild Mountain in Taylors Falls, MN.

Wilson Witkowski reviewed with the Board the Lower St. Croix, One Watershed One Plan (1W1P) planning activities, including the approved Work Plan and Budget by the 1W1P Policy Committee and projects and funding activities for 2021 and 2022.

STAFF & ENGINEERING REPORTS


Emmons and Olivier Resources Inc. (EOR)

Greg Graske, Emmons and Olivier Resources Inc., updated the Board on the recent maintenance and removal of vegetation and rocks in the seven culverts located by Swamp Lake.

Graske reviewed with the Board on the Summer Channel and Outlet Structure Inspection conducted on July 9, 2021. Graske reviewed the Recommended Actions, Suggested Follow Up Items, and Minor Maintenance Items Completed as noted in the report. Graske suggested completing quarterly compared to weekly inspections in the future and completing the required maintenance as noted in the report to prepare for possible future highwater conditions in 2022.

Director Schumacher offered a motion to adjourn the meeting at 8:24 p.m. Motion seconded by Director McBride and, upon a roll-call vote being taken thereon, the motion **carried** as follows: **IN FAVOR THEREOF:** Jill Behnke, Monica Kinny, Todd McBride, Mike Mergens, Steve Paquay and Gary Schumacher **OPPOSED:** none. **ABSENT:** Margaret LeVasseur


Mike Mergens, Chair

Attest: 
Susanna Wilson Witkowski, Water Resource Manager

Chisago County Request for Board Action

Meeting Date: February 16, 2022	Item Number: 21
Title of Item for Consideration: Parks Department Brush Chipper Purchase	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning
Previous Action on this Matter: The approved 2022 Capital Improvement Plan identified up to \$35,000 for purchase of a new Environmental Services-Parks Division Brush Chipper.	
<p>Background: Staff solicited competitive quotes for the purchase of a new Brush Chipper. Pursuant to Chisago County Purchasing Policy the attached Sourcewell Government Tree Maintenance cooperative contract proposal from RDO Equipment Company for a new 2022 Vermeer BC900XL Brush Chipper is presented for approval.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> January 14, 2022, RDO Equipment Co., Proposal Quote Worksheet Vermeer BC900XL-Specifications and Image 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the new 2021 Vermeer BC900XL Brush Chipper purchase with the quote presented by RDO Equipment Company. The suggested motion to approve this action is as follows:</p> <p style="text-align: center;"><i>“Move to approve the purchase of a 2022 Vermeer BC900XL Brush Chipper, Government Purchase not to exceed \$35,000 as presented.”</i></p>	
<p>Implications of Action: Recommended Board action results in a new purchase for a Parks Division Equipment Asset.</p> <p>Budget/Financial Implications: The proposal is presented at a cost of \$28,940.00 (not to exceed \$35,000) sourced from previously approved Capital Improvement Plan budget.</p> <p>Legal/Policy Implications: The proposal was solicited and obtained in accordance the Chisago County Purchasing Policy.</p>	
<i>Administrator's Recommendation</i>	
Approve <u>CS</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Investment Proposal (Quote)

RDO Equipment Co.
11030 Holly Lane N
Dayton MN, 55311
Phone: (763) 294-7800 - Fax:

Proposal for:
CHISAGO COUNTY PARKS DEPARTMENT
313 N MAIN ST #240
CENTER CITY, MN, 55012
CHISAGO

Investment Proposal Date: 2/8/2022
Pricing Valid Until: 3/8/2022
Deal Number: 1520189
Customer Account#: 8960029
Sales Professional: Patrick Arnold
Phone: (952) 890-6144
Fax: (952) 882-2980
Email: PArnold@rdoequipment.com

Comments

Sourcewell Tree Maintenance Contract #031721-VRM

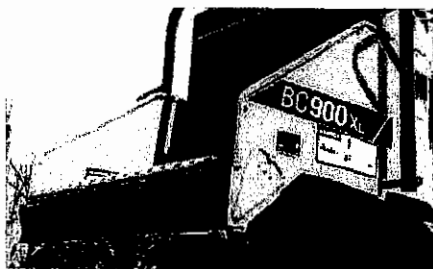
BC900XL WITH BRIGGS GAS - MANUAL CLUTCH 9" capacity disc style brush chipper:
includes a 35 HP Briggs and Stratton Vanguard gas engine; low oil pressure automatic
shutdown; 33 inch cutter disc with dual edge cutter knives; 9 inch x 14 inch infeed opening;
single horizontal feed roller (15.75 inch OD); clutchless drive system, live hydraulics;
SmartFeed; 15 gallon fuel tank with sight gauge; hourmeter; tongue jack; discharge chute with
adjustable deflector; infeed curtain; infeed table with lower feed stop bar, right side controls.

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2022 VERMEER BC900XL BC900XL8VP BC900XL DOMESTIC VALUE PACKAGE MANUAL CLUTCH BC900XL006 BC900XL WITH BRIGGS GAS - MANUAL CLUTCH BC900XL021 BC900XL 3500 LBS AXLE W/ ELEC BRAKE & TIRES BC900XL056 ~BC900XL DOMESTIC 7-WAY RV TRAILER PLUG BC900XL060 ~BC900XL PINTLE HITCH Other Freight & Prep	\$28,117.00 \$823.00
Equipment Subtotal:				\$28,940.00

Purchase Order Totals

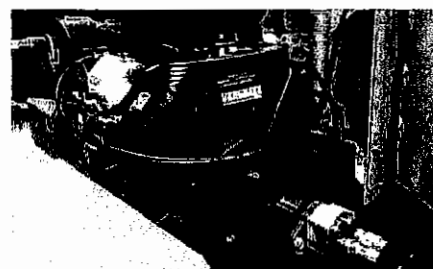
Balance: \$28,940.00
Total Taxable Amount: \$0.00
MN STATE TAX: \$0.00
MN SPECIAL TAX: \$0.00
Sales Tax Total: \$0.00
Sub Total: \$28,940.00
Cash with Order: \$0.00
Balance Due: \$28,940.00



OPERATOR SAFETY. Combined with the patented bottom feed stop bar is the 4-position upper feed control bar with dual stop positions and forward/reverse feed positions. Mounted over the feed table, it enables the operator to stop the feed rollers and select forward or reverse operations. Dual reset/hold-to-run buttons allow the operator to readily reset the bottom feed stop bar.



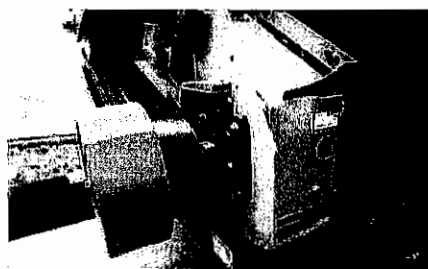
SMARTFEED. This patented feed system helps increase operator productivity while reducing strain on vital engine parts. The feed-sensing control system monitors engine rpm and automatically stops and reverses the feed roller when feeding larger hardwood material.



35 HP (26 kW) GAS ENGINE. The BC900XL is equipped with a Briggs & Stratton Vanguard gas engine, providing high torque in a compact and lightweight size to process branches and material up to 9 in (22.9 cm) in diameter.



LARGE RECTANGULAR FEED OPENING. The large 9 in x 14 in (22.9 cm x 35.6 cm) feed opening helps boost productivity by reducing the need to trim heavily branched material before feeding it into the chipper.



CLUTCHLESS PTO. The throttle integrated with the belt drive engagement process helps ensure that the PTO can only be engaged while the engine is at low idle/low rpm. Automatically, the engine throttles up to full rpm after the belt drive is fully engaged. This system helps to reduce premature wear to the belt drive system by preventing high idle engagement of the cutter drum.



EASE OF SERVICE. This machine offers direct access to all parts of the chipper for routine maintenance without having to climb on or remove any shields. A dripless oil filter and five grease points are provided to reduce work effort and speed up service time.

VERMEER.COM



EQUIPPED TO
DO MORE.

[illegible]

Chisago County Request for Board Action

Meeting Date: February 16, 2022	Item Number: 22
Title of Item for Consideration: Report and Recommendations from the February 9, 2022 Meeting of the Budget and Finance Committee	
Action Requested by: Budget & Finance Committee	Department: County Board of Commissioners
Previous Action on this Matter: From time to time, the County Board discusses issues of importance/interest to the Board and/or its Committees or individual members.	
<p>Background: Time has been set aside at tonight's meeting to review items discussed by the Budget & Finance Committee at its February 9th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions:</p> <p><u>ARPA Report Question:</u> The Budget and Finance Committee discussed the County's ARPA funds and chose to take the 'one-time' standard allowance for lost revenue to be used for 'government services' compared to the lost revenue formula. The Committee voted 4-0</p> <p><u>City of Harris Turnback Agreement Amendment:</u> County Engineer Joe Triplett discussed the City of Harris Turnback Agreement Amendment and the Road Construction budget which would be used for the project.</p> <p><u>Viking Blvd. in Wyoming:</u> County Engineer Joe Triplett discussed request from the City of Wyoming to contribute to the maintenance of Viking Blvd. The B/F Committee recommended not moving this discussion to the County Board of Commissioners.</p> <p><u>Brine Equipment for Public Work Trucks:</u> Engineer Triplett discussed switching to brine and salt on road compared to just salt. If the County would like to make this change the current Public Work trucks would need to be converted to being able to use brine. Engineer Triplett believe this change would cost approx. \$200k. The Committee recommended looking into whether ARPA funds could be used to fund this conversion because it would/could improve water quality.</p> <p><u>Equipment Order Issues/Plan for Public Works:</u> Engineer Triplett discussed the current supply chain issues with ordering equipment (such as tandem plow trucks). No action was taken by the Committee.</p> <p><u>New Canine Unit and Grant Opportunity:</u> County Sheriff Brandon Thyen discussed the grant opportunity presented to the CCSO to acquire a new canine unit. The B/F Committee recommended moving the new unit and grant opportunity to the County Board of Commissioners.</p> <p><u>County/LID Positions:</u> Environmental Services Director Kurt Schneider presented the Committee with County's plan (presented at the Personnel Committee) to make the current County Water Resources Position a 1 FTE from a .5 FTE. Director Schneider also discussed the LIDs request to increase their Water Resources Specialist position 1 FTE from .5. Discussion happened amongst the Committee regarding the LID position. The Committee recommended moving the position to the Board.</p> <p>These are preliminary discussions, and nothing has been decided.</p>	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the February 9th Budget and Finance Report and approve the recommendations from the Budget and Finance Committee. Recommended Board Action, if any, may be undertaken via the above individual motions or via the following encompassing motion:

"Move to accept the February 9th Budget and Finance Report."

Implications of Action: County Board consideration and approval at tonight's meeting will allow the County to continue with its various financial planning and budgeting activities.

Budget/Financial Implications: Tonight's recommended actions may approve certain specific expenditures. Tonight's actions may also have implications for future county budgets.

Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. Specific legal actions/decisions are subject to final approval as to form by the County Attorney.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Chisago County Request for Board Action

Meeting Date: February 16, 2022	Item Number: 23
Title of Item for Consideration: K9 Acquisition Donation and U.S. Police Canine Association K9 Grant Acceptance	
Action Requested by: Sheriff Thyen	Department: Sheriff's Office
Previous Action on this Matter: No previous action on this item.	
<p>Background: McDonough K9 has graciously offered to donate a K9 as well as a portion of the training costs for the new dog and new handler. The total donation from McDonough K9 is \$10,000. The Sheriff's Office has also secured a \$7500 grant from the U.S. Police Canine Association that will cover the remaining training costs.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> Confirmation email from McDonough K-9 regarding donation Confirmation email of grant approval from USPCA AKC K9 of \$7500 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners accept the K9 and training donation of \$10,000 from McDonough K9 and approve the acceptance of the \$7500 grant from the U.S. Police Canine Association. The following motion is suggested:</p> <p style="text-align: center;"><i>"Move to accept the K9 and training donation of \$10,000 from McDonough K9 and approve the acceptance of the \$7500 grant from the U.S. Police Canine Association."</i></p>	
<p>Implications of Action: Approval of this donation and grant will allow the Sheriff's Office to add a K9 team to our agency. K9's have proven to be a very valuable asset to the public safety of our communities.</p> <p>Budget/Financial Implications: The Sheriff's Office will be contributing \$7500 towards the training costs that will be offset by the acceptance of the \$7500 USPCA AKC K9 grant. All other costs will be covered by donations or Sheriff's Office budget.</p> <p>Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.</p>	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	<div style="display: flex; justify-content: space-around;"> Aye _____ Nay _____ Abstain _____ </div>

From: litmac62@aol.com
Date: 2/9/22 12:25 PM (GMT-06:00)
To: "Chad G. Stenson" <Chad.Stenson@chisagocountymn.gov>
Subject: Donation

This is an external email message!

This message originated from outside the Chisago County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Hello Deputy Stenson

McDonough K-9 is proud to continue to partner with Chisago county for its K-9 needs

McDonough K-9 would like to donate \$10,000 to cover the costs of training and dog costs for your program

Our normal price is \$17,500 for Dog and Training

As we discussed you will be receiving a Grant through AKC for \$7500

McDonough K-9 will cover the remainder of dog cost and training .

The dogs cost \$9500

McDonough will donate the remaining \$10,000 to cover the costs of dog and training

The class starts March 28 and goes for appx 13 weeks

We look forward to working together

Best Regards Mark McDonough
McDonough K-9
763-218-8323

----- Original message -----

From: Mark Darnell <k9grantapplication@gmail.com>

Date: 2/8/22 9:19 AM (GMT-06:00)

To: "Chad G. Stenson" <Chad.Stenson@chisagocountymn.gov>

Subject: USPCA AKC K9 Grant (Please keep this email)

This is an external email message!

This message originated from outside the Chisago County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Deputy Stenson,

I am **PLEASED** to inform you that your USPCA AKC K9 Grant Application has been **Approved!** It will take approximately 4-5 weeks to receive the \$7500 check from the AKC. You may receive the AKC Reunite Stickers prior to the check as they are mailed separately.

Congratulations!

PLEASE keep this Email and inform me when you have received the check so that I may close your file.

If you have any questions do not hesitate to contact me!

Always Working to Improve Police K9

Mark A. Darnell

USPCA Grant Coordinator



Chisago County Request for Board Action

Meeting Date: February 16, 2022	Item Number: 24
Title of Item for Consideration: Out of State Travel Request – Jake Thompson, International Wireless Communications Expo (IWCE), Clark County, NV	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: Included in 2022 approved budget.	
<p>Background: The International Wireless Communications Expo (IWCE) is an opportunity for training and development for the staff who support and manage the critical communications infrastructure used by all public safety agencies in Chisago County and across the State of MN, both E-911 and ARMER.</p> <p>IWCE provides a method to connect the people and technologies charged with ensuring that the most crucial communications—supporting public safety, governments, healthcare, and other critical-infrastructure sectors—work at all times, even under the most difficult circumstances.</p> <p>The event is held in Clark County NV.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> Out of State Travel Request 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the out of state travel for Enterprise Services Emergency Communications Systems Manager, Jake Thompson to attend the IWCE training. The following motion is suggested:</p> <p style="text-align: center;"><i>“move to approve the Out of State travel request for Jake Thomson to attend the IWCE training.”</i></p>	
<p>Implications of Action: By attending this event Jake Thompson will have a better understanding of the upcoming technologies that will need to be used by the public safety responders in Chisago County and be better able to position Chisago County to plan for these implementations.</p> <p>Budget/Financial Implications: Included in the 2022 board approved budget.</p> <p>Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations.</p>	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted 2/3/2021
Employee Name Jake Thompson
Department Enterprise Services

Destination Clark County, NV

Purpose of Travel 2022 International Wireless Communications Expo

Departure Date 3/22/2022

Return Date 2/25/2022

Total Travel Expenses

\$1,374.00

Supervisor Name (PRINT)

Jon Eckel

Supervisor's Signature

Jon Eckel

Date Approved

2-8-2022

County Board Signature

Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare		\$300.00		\$300.00
Ground Transportation			1	\$0.00
Conference/Registration Fees	Conference Short Course Training package	\$699.00	1	\$699.00
Lodging	Not including tax	\$125.00	3	\$375.00
Meals			1	\$0.00
Mileage			1	\$0.00
		Grand Total		\$1,374.00

Chisago County Request for Board Action

Meeting Date: February 16, 2022	Item Number: 25
Title of Item for Consideration: Review of the Community Health Board Annual Grant Concurrence Letter	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
<p>Background: Since 2002, Chisago County Public Health has entered into an agreement with the Minnesota Department of Health to perform grant duties for the health of the population of Chisago County. These grant funds are intended to assist in increasing and maintaining operational readiness across the following six domain areas:</p> <ul style="list-style-type: none">• Community resilience• Incident management• Information management• Counter measures and mitigation• Surge management• Bio surveillance <p>This concurrence letter will describe the general strategies Minnesota will take to meet CDC requirements in 2022-2023, These strategies recognize ongoing COVID-19 response work and look forward once again to move towards response demobilization, recovery, and transitions back to our regular work.</p> <p>Attachment(s):</p> <ul style="list-style-type: none">• Community Health Board Annual Grant Concurrence Letter	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners review the Community Health Board Annual Grant Concurrence Letter. The following motion is suggested:</p> <p><i>“Move to review the Community Health Board Annual Grant Concurrence Letter.”</i></p>	
<p>Implications of Action: Review of this Community Health Board Annual Grant will give a clear understanding of what the County will be prioritizing and the areas that the grant will be applied too.</p> <p>Budget/Financial Implications: The budget will be fulfilled by State grant funding, the grant amount was \$56,732.00.</p> <p>Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.</p>	

Administrator's Recommendation

Approve *OK*

Deny

Other

Motion By:

Seconded by:

To:

Action on Motion:

Aye

Nay

Abstain



CHISAGO COUNTY
HEALTH &
HUMAN SERVICES
313 N Main St Room 230
Center City, MN 55012

General Information	651-213-5600
Administrative	651-213-5609
Child Support	651-213-5647
Financial Assistance	651-213-5640
Welfare Fraud	651-213-8808
North Branch	651-213-5200
FAX	651-213-5685
Public Health	651-213-5231
Veterans Service	651-213-5600

February 4, 2021

To Whom It May Concern:

Minnesota Department of Health (MDH) priorities for Budget Period 4 (BP4), July 1, 2022 – June 30, 2023 of the five-year project period (2019-2024) are:

- 1) Continue COVID-19 response activities,
- 2) Prepare for, demobilize COVID-19 response activities, and transition into recovery,
- 3) Identify strengths, challenges, and areas for improvement based on COVID-19 response experiences, and
- 4) Develop strategies to move public health emergency preparedness work forward during Budget Period 5 and the next five-year project period (2024-2029).

Local health department duties for BP4 again will include recurring, base, and funding level-based elective duties. The recurring and base grant-related activities will be completed by all CHBs. CHBs at the X, Y, and Z funding levels will select from a list of elective duties to meet jurisdictional priorities and threats.

Because the BP3 CHB Grant Duties were primarily waived, these duties will be carried forward, with some revisions, for completion in BP4. The duties will be revised by MDH EPR staff and will be reviewed and further edited with the assistance of a work group consisting of MDH public health preparedness consultants and local public health staff. Requirements from Centers for Disease Control and Prevention (CDC) also have been incorporated. The SCHSAC PHEP Oversight Work Group will review the duties before they are finalized.

The Recurring duties are the activities that occur every year, such as reports, work plans, integrated preparedness plan (IPP, formerly called the multi-year exercise and training plans (MYTEP), updating contact information, attending MDH-sponsored preparedness trainings, and HAN-related work.

The Base and Elective duties will largely focus on capturing lessons learned from the COVID-19 response and transitioning from response to regular work. Duties may be adjusted based on COVID-19 response activities.

I certify that my community health board concurs with the general approach to public health emergency preparedness as outlined by MDH.

Sincerely,

Robert Benson
Director HHS

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**2. COUNTY OF CHISAGO:
APPROVED**

Signed:
Title: Rick Greene, Chair, County Board
Date:

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

Signed:
Title: Robert Benson, Health and Human Service Director
Date:

Reviewed as to Form:

Signed:
Title: Janet Reiter, Chisago County Attorney
Date:

Chisago County Request for Board Action

Meeting Date: February 16, 2022	Item Number: 26
Title of Item for Consideration: Proclamation School Board Appreciation Week	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: None.	
<p>Background: By proclaiming February 21-25, 2022 as "School Board Appreciation Week in Chisago County, the Chisago County Board of Commissioners will show their appreciation to the vital role played by those individuals who, as local school board members, establish policies to ensure an efficient, effective school system.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> Proclamation 	
<p>Action Requested/Recommended: It is respectfully requested by County Administrator Chase Burnham that the Chisago County Board of Commissioners proclaim February 21-25, 2022 as "School Board Appreciation Week in Chisago County." The suggested action is as follows:</p> <p style="text-align: center;"><i>"Move to approve the attached Proclamation, proclaiming February 21-25, 2022 as "School Board Appreciation Week in Chisago County."</i></p>	
<p>Implications of Action: By approving the proclamation, February 21-25, 2022 will be School Board Appreciation Week in Chisago County.</p> <p>Budget/Financial Implications: None.</p> <p>Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.</p>	
Administrator's Recommendation	
Approve <u> <i>CBS</i> </u>	Deny <u> </u>
Other <u> </u>	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye <u> </u>
	Nay <u> </u>
	Abstain <u> </u>

**Chisago County
Board of Commissioners**

Proclamation School Board Appreciation Week

**RESOLUTION NO. 22/0216
SCHOOL BOARD APPRECIATION WEEK**

WHEREAS, the Chisago County Board of Commissioners recognizes the importance of public education in our community; and

WHEREAS, the Chisago County Board of Commissioners appreciates the vital role played by those individuals who, as local school board members, establish policies to ensure an efficient, effective school system; and

WHEREAS, school board members serve as a voice that enables our community to preserve local management and control of our public schools; and

WHEREAS, school board members are charged with representing our local education interests to state and federal governments and ensuring compliance with state and federal laws; and

WHEREAS, school board members selflessly devote their knowledge, time and talents as advocates for our schoolchildren;

WHEREAS, local school board members are strong advocates for public education and responsible for communicating the needs of the school district to the public and the public's expectations to the district;

NOW THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners recognizes and salutes the members of the Chisago County School Boards by proclaiming February 21-25, 2022, as School Board Recognition Week.

Chisago County Request For Board Action

Meeting Date: February 16, 2022	Item Number: 27
Title of Item for Consideration: New Liquor and Tobacco License Request – DH Entertainment Inc., Flickabirds	
Action Requested by: Bridgitte Konrad, County Auditor	Department: Auditor's Office
Previous Action on this Matter: From time to time the Board of Commissioners is asked to approve individual application requests.	
Background: The applications are for a permanent On-Sale Liquor License and Tobacco License for DH Entertainment Inc. which recently purchased Flickabirds, located at 50155 Clover Trail, Rush City, MN 55069. They are recommended by the Sheriff's office and Attorney's office for approval.	
Attachment(s): <ul style="list-style-type: none"> License Applications for On-Sale Liquor/Tobacco License (available with Clerk of the Board) 	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the License Applications for DH Entertainment Inc., which are the new owners of Flickabirds in Rush City. The suggested motion is as follows:	
<i>"Move to approve the License Applications for DH Entertainment Inc., which are the new owners of Flickabirds in Rush City."</i>	
Implications of Action: By approving the applications, the businesses will be able to sell Liquor and tobacco at their establishment.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



Chase E. Burnham

From: Knight, Megan G. <mknight@larkinhoffman.com>
Sent: Monday, February 7, 2022 7:11 AM
To: Joe K. Triplett; Chase E. Burnham
Subject: Federal Update

This is an external email message!

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Good Monday morning. There are 11 days until government funding expires.

House and Senate appropriators from both parties negotiated throughout the weekend on a “topline number” for the FY 2022 spending bills. But the two sides didn’t come to an agreement, according to a half-dozen sources close to the situation.

So with no deal in hand, the House is expected to vote on a short-term funding bill this week. Leaders are discussing March 11 as an expiration date for the continuing resolution, but like everything else about this appropriations season, it’s not finalized yet. The Senate could take up the CR this week or next, depending on how quickly the House acts. Funding expires on Feb. 18.

The partisan dispute is centered around two main issues – “parity” for defense vs. non-defense spending increases, and the treatment of policy riders, such as the Hyde Amendment, which bars the use of federal funds for abortions.

Both sides have basically agreed to increase defense spending by roughly \$25 billion, the amount called for in the annual defense authorization bill. The NDAA passed both chambers with strong bipartisan majorities.

Democrats, though, are pushing for additional funding for social programs beyond \$25 billion, while Republicans counter that means there’s no parity in defense vs. non-defense spending. So this hasn’t been resolved.

As for policy riders, the likelihood is status quo, which leaves whatever policy riders are in effect now in place – including the Hyde Amendment. This isn’t going to please progressives or pro-abortion rights lawmakers, but the reality is the Democrats don’t have the votes to force the issue.

There’s also a push to include funding for earmarks, one senior lawmaker told us, which doesn’t sit well with those Republicans who oppose them.

So there’s no deal on a topline number at the moment. Work on the 12 individual appropriations bills hasn’t begun yet. The federal government is already more than four months into FY 2022. Sooner or later, Congress and the White House have to either pass an omnibus package or a full-year CR, which would keep spending flat and policies at status quo – not a good outcome for Congress. That won’t make anyone happy, especially at the Pentagon. Yet with the Democrats’ Build Back Better Act stalled – perhaps permanently – the biggest impediment for an omnibus deal is gone, in the GOP’s view.

All that being said, even if there is a topline deal early this week, finishing an omnibus package by March 11 will be tough. Republicans have refused to allow negotiations on the individual spending bills up until now,

so a lot of the standard legwork hasn't been completed. Omnibus bills can run thousands of pages. And as everyone who works in or covers Congress knows, everything always takes longer than you think it will.

A couple of notes here: 1) House Democrats have an "issues retreat" scheduled for March 9-11 in Philadelphia, so if there's an omnibus on the floor that week (and/or the Senate floor), that's a concern. The House could come back if needed.

2) **The House will vote this week** on the short-term CR. It's not clear if the Senate will take it up this week or next. The House is out of session next week (with codels to Israel and elsewhere), while the Senate is in.

3) **There's still talk of attaching** additional Covid relief funding and/or disaster aid to a bipartisan omnibus spending deal, if it ever happens.

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